



CITY OF TOLLESON

9055 W. Van Buren St., Tolleson, AZ 85353 • (623) 936-7111 • TTY users, dial 711 for Relay • www.tolleson.az.gov

**TOLLESON CITY COUNCIL MEETING AGENDA
TOLLESON CIVIC CENTER
9055 WEST VAN BUREN STREET, TOLLESON, AZ 85353
ZOOM WEBINAR ID: 840 6967 9194
TUESDAY, JUNE 24, 2025
6:00 PM**

Doors open to Council Chambers at 5:45 PM for public seating. The public may be asked to temporarily relocate if an executive session occurs. The public will be invited back into Council Chambers when the Council returns from executive session.

Members of the public may also participate in the meeting via [Zoom Webinar](https://us02web.zoom.us/j/84069679194) (<https://us02web.zoom.us/j/84069679194>) with a computer or cell phone.

- A. CALL TO ORDER**
- B. INVOCATION/PLEDGE OF ALLEGIANCE**
- C. ROLL CALL**
- D. FINAL CALL TO SUBMIT SPEAKER REQUESTS**

All citizens and interested parties wishing to speak before the Council regarding non-agenda items or during a public hearing shall fully complete a Speaker Request Form and submit the form(s) to the City Clerk prior to the meeting being convened. Citizens must complete one form for each item they want to address. Speaker Request Forms are located at the entrance of the Council Chambers. For Zoom participants, click the chat button, and enter your name and the item you would like to address. Submissions should be made no later than the Mayor announcing the "Final Call to Submit Speaker Requests". All speakers will be limited to 3 minutes unless otherwise noted by the Mayor. Speakers are not required to disclose their identities or personal information. You may also submit an online speaker request form at <https://www.tolleson.az.gov/speakerrequest> at least one hour prior to the meeting.

- E. CALL TO THE PUBLIC (NON-AGENDA ITEMS)**

This is the time for the public to comment on non-agenda items. Members of the Council may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to A.R.S. § 38-431.01.H, action taken as a result of public comment will be limited to (1) responding to criticism; (2) directing staff to review the matter; or (3) asking that a matter be put on a future agenda.



F. SCHEDULED PUBLIC APPEARANCES AND PROCLAMATIONS – FOR DISCUSSION

1. Proclamation declaring June 2025 as Alzheimer’s & Brain Awareness Month in the City of Tolleson, reaffirming the City’s commitment to raising public awareness, supporting those impacted by Alzheimer’s and other forms of dementia, promoting caregiver recognition, and emphasizing the importance of education, prevention, and equitable access to neurological health resources for all residents. – Genein Ledford, Founder and Chief Creative Officer of CAFFE Strategies, LLC
2. Proclamation recognizing June 23, 2025, as West Valley Day in the City of Tolleson, celebrating the unity symbolized by the 623 area code and honoring regional partners for their contributions to economic development, collaboration, and community vitality. Partners recognized include GPEC, GPECC, League of Arizona Cities and Towns, Luke West Valley Partners, MAG, West Valley Arts Council, West Valley Regional Chamber of Commerce, and WestMarc. – Pilar Sinawi, Deputy City Manager
3. Paseo de Arte Extension Project by West Valley Arts Council Gallery 37 Artists – Jimmy Davis, Vice Mayor

G. BUSINESS FROM THE FLOOR – PUBLIC HEARINGS AND ACTION ITEMS

H. CONSENT AGENDA – ACTION ITEMS

Items on the Consent Agenda are of a routine nature and are intended to be acted upon in one motion. Council Members may pull items from Consent if they would like them considered separately.

1. Approve Regular City Council Meeting Minutes of June 10, 2025. (City Clerk Department)
2. Approve Claims and Bills Report for the period of June 4, 2025 to June 17, 2025. (Finance Department)
3. Approve the City of Tolleson Road Safety Action Plan (RSAP), which outlines comprehensive strategies to reduce traffic-related fatalities and serious injuries by 20% by the year 2030, with a long-term Vision Zero goal by 2050. The plan identifies both infrastructure and non-infrastructure improvements across the City, eligible for funding through federal programs such as the Safe Streets and Roads for All (SS4A) discretionary grant program, with approximately \$2 billion remaining through 2026. This action plan will be in effect through the 2050 horizon, with regular progress reviews and updates starting in Spring 2026. (Development Services Department)
4. Adopt Resolution No. 2608 of the Mayor and Council of the City of Tolleson, Arizona, approving the Agreement between the City of Tolleson and the Greater Phoenix Economic Council (GPEC) for FY 2026 relating to the Regional Economic Development Program. The City of Tolleson agrees to pay \$4,225 for services to be provided by GPEC

to improve the City's competitiveness and market readiness to support the growth and expansion of targeted industries. (Development Services Department)

5. Adopt Resolution No. 2609 of the Mayor and Council of the City of Tolleson, Arizona, designating the Chief Fiscal Officer for officially submitting the Fiscal Year 2026 Expenditure Limitation Report to the Arizona Auditor General. Mayor and Council desire to designate Chief Financial Officer Kevin Artz as the Chief Fiscal Officer. (Finance Department)
6. Adopt Resolution No. 2610 of the Mayor and Council of the City of Tolleson, Arizona, approving the Contract of Services, No. 2026-40-TOL, between the City of Tolleson and Area Agency on Aging, Region One, Incorporated to provide funding to the City for specified senior services, including congregate meals, home-delivered meals, multipurpose operations and transportation services, for Fiscal Year 2026 in the amount of \$168,178. (Human Services Department)
7. Approve Fifth Amendment to the Professional Services Agreement between the City of Tolleson and Motorola Solutions, Inc. for Spillman Flex Computer-Aided Dispatch (CAD) technology, its portfolio of software applications, and annual maintenance and support, and authorize the City Manager to execute and deliver said Agreement. The City desires to amend the existing Agreement to increase the annual aggregate amount from \$150,000 to \$300,000 for additional services and to extend the term of the Agreement from November 23, 2024 to November 23, 2025. (Information Technology Department)
8. Adopt Resolution No. 2598 of the Mayor and Council of the City of Tolleson, Arizona, approving a Sister City Agreement between the City of Tolleson and the City of Puerto Peñasco, Sonora, Mexico, and authorizing the Mayor to execute the Agreement. The term of this agreement shall be for five years, which can be extended for an additional five years by mutual agreement of both parties. (Human Services Department)

I. REGULAR AGENDA – ACTION ITEMS

1. Adopt/Deny Resolution No. 2604 of the Mayor and Council of the City of Tolleson, Arizona, levying upon the assessed valuation of property within the City of Tolleson, subject to taxation, a certain sum to provide funds for general municipal expenses, all for the fiscal year ending June 30, 2026. The City estimates the primary property tax rate to be 1.5158 and the secondary tax rate to be 1.1602 per one hundred dollars (\$100.00) of assessed value of all taxable property. (Finance Department)
2. Adopt/Deny Ordinance No. 625 N.S. of the Mayor and City Council of the City of Tolleson, Arizona, declaring the documents entitled, "The City of Tolleson Supplemental Building and Zoning Code Amendments 2025" and "The City of Tolleson Swimming Pool Program Procedures & Standard Details" as public records; adopting the "City of Tolleson Supplemental Building and Zoning Code Amendments 2025" as an amendment to the City of Tolleson Code; amending the Code of the City of Tolleson,

Arizona, Zoning Code Chapter 12, Land Usage, by amending Article 12-1, Building Regulations; Construction; amending International Codes, Sections 12-1-20(A)(5), International Mechanical Code, 2024 Edition, by amending Chapter 11, Refrigeration, Section 1101 General, 1101.1.2, Ammonia Refrigerant; adopting Section 12-1-20(A)(9), International Property Maintenance Code, 2024 Edition, with amendments; adopting Section 12-1-20(A)(10), The City of Tolleson Swimming Pool Program Procedures & Standard Details; adopting Section 12-1-20(A)(11), International Fire Code, 2024 Edition, with amendments and exceptions; all related to the adoption of building and zoning code updates; providing for repeal of conflicting ordinances; providing for severability; providing penalties; declaring an emergency; and setting an effective date. (Fire and Police Departments)

3. Adopt/Deny Ordinance No. 622 N.S. of the Mayor and City Council of the City of Tolleson, Arizona, amending the Tolleson City Code, Chapter 6, Traffic Code, by amending Article 6-7, Abandoned, Junk and Storage of Vehicles, Section 6-7-11, Penalty; providing for repeal of conflicting ordinances; providing for severability; and establishing penalties. This ordinance strengthens the enforcement of existing rules regarding abandoned, junked, or stored vehicles in the City. (Police Department)
4. Adopt/Deny Ordinance No. 623 N.S. of the Mayor and City Council of the City of Tolleson, Arizona, amending the Tolleson City Code, Chapter 8, Health and Sanitation, Article 8-2, Litter, Section 8-2-3, Owner to Maintain Premises; providing for repeal of conflicting ordinances; providing for severability; and providing for penalties. This ordinance amends City Code to require property owners and responsible parties to maintain parking lots, in addition to adjacent sidewalks, alleys, and streets. (Police Department)
5. Adopt/Deny Ordinance No. 624 N.S. of the Mayor and City Council of the City of Tolleson, Arizona, amending the Tolleson City Code, Chapter 6, Traffic Code, Article 6-3, Traffic Control, by adding Section 6-3-18, Obstruction of Public Property; and Article 6-4, Parking Rules, by adding Section 6-4-11, Parking Near a Fire Hydrant; and Article 6-7, Abandoned, Junk and Storage of Vehicles, by amending Section 6-7-2, Abandoned, Inoperative, Discarded, Junked or Unlicensed Vehicles; and Section 6-7-4, Outside Parking or Storage of Licensed Vehicles; providing for repeal of conflicting ordinances; providing for severability; and providing for penalties. This ordinance updates the City Code to improve public safety and clarify property maintenance responsibilities. (Police Department)

J. WORK STUDY AND PRESENTATIONS – FOR DISCUSSION

1. Incorporation of the Tolleson Alliance Against Substance Abuse (TAASA)
2. Pedestrian Bridge Designs – Jason Earp, Development Services Director

K. MAYOR AND CITY MANAGER’S REPORT OF CURRENT EVENTS – FOR DISCUSSION

1. Community Events Update – Randy Babchuk, Field Operations/Parks & Recreation Director
2. City of Tolleson Hosts Ukrainian Delegation Through Global Ties Arizona Exchange – City Council

L. CONVENE INTO EXECUTIVE SESSION

1. Motion to go into executive session.
2. Convene into an executive session pursuant to A.R.S. § 38-431.03(A)(3) and (A)(4) to receive legal advice and discuss and consult with the City Attorney regarding a contract that is the subject of negotiations relating to joint use of school facilities and funding.
3. Convene into an executive session pursuant to A.R.S. § 38-431.03(A)(3) to receive legal advice and discuss and consult with the City Attorney regarding a potential rezoning of certain property within the City.

M. RECONVENE INTO PUBLIC MEETING

N. ADJOURNMENT

1. Attachments: Monthly Reports

Fire Department – May

Police Department – May

Pursuant to A.R.S. § 38-431.01 and A.R.S. § 38-431.02, notice is hereby given to the members of the Tolleson City Council and to the general public that the Council of the City of Tolleson will hold a meeting open to the public. Council Members of the City of Tolleson will attend by telephone/video conference call.

Note: The City Council of the City of Tolleson, by a duly passed motion, may vote in public session to adjourn to executive session on any agenda item in conformation with A.R.S. § 38.431.03 for legal advice from the City Attorney.

Zoom’s live transcription feature can provide automatic captioning by clicking on the Closed Caption (CC) button during the meeting.

THE CITY OF TOLLESON ENDEAVORS TO MAKE ALL PUBLIC MEETINGS ACCESSIBLE TO INDIVIDUALS WITH DISABILITIES. With at least two business days advance notice, accommodations can be provided at this meeting for individuals with vision, hearing and/or speech disabilities, including a transcriber, large print, an interpreter, an assistive listening device, etc. Please call the City Clerk at (623) 936-7111, or TTY users may dial 711 for Arizona Relay Service (AZRS), to request an accommodation to participate in this public meeting. The

City will try its best to accommodate any last minute requests.

LA CIUDAD DE TOLLESON SE ESFUERZA PARA HACER TODAS LAS REUNIONES PÚBLICAS ACCESIBLE PARA INDIVIDUOS CON DISCAPACIDADES. Con al menos dos días laborables de previo aviso, se pueden proporcionar adaptaciones en esta reunión para personas con discapacidades visuales, auditivas o del habla, incluido un transcriptor, letra grande, un intérprete, un dispositivo de asistencia auditiva, etc. Llame a la Secretaría Municipal al (623) 936-7111, o los usuarios de TTY pueden marcar 711 para el Servicio de Retransmisión de Arizona (AZRS), para solicitar un alojamiento para participar en esta reunión pública. La Ciudad hará todo lo posible para satisfacer cualquier solicitud de último minuto.

Prerequisites for attending Zoom Webinars (one required):

1. Zoom Desktop Client: Navigate to the [Zoom website \(https://zoom.us/\)](https://zoom.us/) in your internet browser. At the top-right of the page, click Resources and then click Download Center. Under Zoom Desktop Client, click the Download button.
 - a. Open the Zoom desktop client and sign in
 - b. Click the Home tab and then Join
 - c. Enter Meeting ID: 840 6967 9194 and enter your full name
 - d. Connect audio and/or video and select Join
2. Zoom Mobile App with Cell Phone or Tablet: Download the Zoom - One Platform to Connect App in either the App Store for iOS or Google Play for Android.
 - a. Select Join Meeting
 - b. Enter Meeting ID: 840 6967 9194
 - c. Enter your full name and select Join
 - d. Enter your screen name and email address and select Continue
 - e. Join Audio with Wi-Fi or Cellular Data
3. Web client/browser: Google Chrome, Internet Explorer, Firefox and Safari on a computer.
 - a. Go to the [Zoom website \(https://zoom.us/\)](https://zoom.us/)
 - b. Enter Meeting ID: 840 6967 9194
 - c. Click Open Zoom Meetings or Join (depending on browser)
 - d. Enter your full name and click Join Audio by Computer
4. Alternate Option via Telephone with Audio Only:
 - a. Dial 253-215-8782
 - b. Enter Meeting ID: 840 6967 9194 and press #
 - c. Enter Participate ID and press #, or press # to continue

For technical support or questions in accessing the meeting, please email the [Information Technology Department \(ITsupport@tolleson.az.gov\)](mailto:ITsupport@tolleson.az.gov) or call Zoom Support at 888-799-9666.

Posted on June 18, 2025.

Amended on June 23, 2025 at 3 PM.

Proclamation



Alzheimer's & Brain Awareness Month June 2025

WHEREAS, Alzheimer's disease is a progressive and fatal brain disorder that affects more than 6 million Americans, robbing them of their memories, independence, and ultimately, their lives; and

WHEREAS, Alzheimer's disease is the most common form of dementia; a neurological condition contributing significantly to global disability and mortality; and it is not a normal part of aging; and

WHEREAS, more than 11 million Americans provide unpaid care for people living with Alzheimer's or other dementias; including family members, friends, and neighbors who devote countless hours supporting their loved ones; and

WHEREAS, the impact of Alzheimer's extends beyond those diagnosed; affecting caregivers, families, and communities, including residents of the City of Tolleson; highlighting the urgent need for prevention, education, and equitable care; and

WHEREAS, the City of Tolleson believes that prevention is essential and supports intentional strategies; including regular physical activity, healthy nutrition, quality sleep, stress management, and social engagement to reduce the risk of neurological disease; and

WHEREAS, brain health must be prioritized across all stages of life; from early childhood to old age; with education and access to diagnostic and therapeutic services available to all individuals, regardless of socioeconomic background; and

WHEREAS, the Alzheimer's Association and allied organizations are leading vital efforts in research, caregiver support, and advocacy; for early intervention, risk assessment, and a global approach to brain health equity; and

WHEREAS, during the month of June, individuals are encouraged to wear purple; raise awareness, honor those impacted, and support a future without Alzheimer's disease.

NOW, THEREFORE, I, Juan F. Rodriguez, by virtue of the authority vested in me as Mayor of the City of Tolleson, Arizona, do hereby proclaim June 2025 as Alzheimer's & Brain Awareness Month in the City of Tolleson, and urge all residents to become informed; prioritize prevention; support those living with dementia and their caregivers; and advocate for a healthier, more inclusive future for brain health.



Juan F. Rodriguez, Mayor

ATTEST: _____
Crystal Zamora, City Clerk

Proclamation



West Valley Day

June 23, 2025

WHEREAS, the City of Tolleson is proud to be part of the vibrant and growing West Valley region of the Phoenix metropolitan area, united by our shared 623 area code; and

WHEREAS, the date of June 23 (6/23) symbolically represents the 623 area code and offers an opportunity to celebrate the spirit, identity, and achievements of our West Valley communities; and

WHEREAS, the West Valley is home to thriving businesses, resilient families, and strong community institutions working together toward inclusive growth, innovation, and prosperity; and

WHEREAS, the City of Tolleson recognizes the valuable contributions of regional partners who collaborate to improve quality of life, expand economic opportunity, and strengthen civic and business engagement across the West Valley, including:

- The Greater Phoenix Economic Council (GPEC) for driving regional economic development and business attraction;
- The Greater Phoenix Equality Chamber of Commerce (GPECC) for fostering diversity and inclusion in our business landscape;
- The League of Arizona Cities and Towns for advocating for municipal interests and promoting shared governance;
- The Luke West Valley Partners for supporting the mission and community impact of Luke Air Force Base;
- The Maricopa Association of Governments (MAG) for advancing regional planning and infrastructure coordination;
- The West Valley Arts Council for enriching the region through arts, culture, and creative expression;
- The West Valley Regional Chamber of Commerce for empowering local enterprises and connecting community leaders; and
- WestMarc for uniting stakeholders in pursuit of economic vitality and sustainable growth across the West Valley;

WHEREAS, these organizations exemplify the power of collaboration in building a stronger, more inclusive, and prosperous region for all residents.

NOW, THEREFORE, I, Juan F. Rodriguez, by virtue of the authority vested in me as Mayor of the City of Tolleson, Arizona, do hereby proclaim June 23, 2025, as West Valley Day in the City of Tolleson, and encourage all residents, businesses, and community leaders to join in recognizing the partnerships and progress that define our West Valley community.



Juan F. Rodriguez, Mayor

ATTEST: _____
Crystal Zamora, City Clerk



CITY COUNCIL REPORT

SUBJECT: Regular City Council Meeting Minutes of June 10, 2025

MEETING DATE: June 24, 2025

TO: Mayor and Council

FROM: Crystal Zamora, City Clerk

REVIEWED: Reyes Medrano Jr., City Manager

PURPOSE:

The City Clerk Department is requesting the approval of the Regular City Council Meeting Minutes of June 10, 2025.

BACKGROUND:

It is the public policy of the State of Arizona that meetings of public bodies be conducted openly and that notices and agendas be provided for such meetings which contain such information as is reasonably necessary to inform the public of the matters to be discussed or decided. Minutes serve a historical purpose, but just as important, they serve a legal purpose, documenting Council's adherence to the proper procedures, city code and state law. The approved minutes are a permanent record.

DISCUSSION:

The minutes provide an outlet for residents to connect with the City of Tolleson in order to stay informed of Mayor and Council's actions, and they are posted on the City's website and filed in the City Clerk's Office. Transcription is provided in order to facilitate communication accessibility and may not be a totally verbatim record of the proceedings.

BUDGET IMPACT:

This item has no additional budget impact.

RECOMMENDATION:

Staff recommends the City Council approve the Regular City Council Meeting Minutes of June 10, 2025.

ATTACHMENTS:

1. 06 10 25 City Council Meeting Minutes



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A. CALL TO ORDER

Mayor Rodriguez called the Tolleson City Council Meeting to order at 6:00 PM.

B. INVOCATION/PLEDGE OF ALLEGIANCE

The Invocation was delivered by Development Services Director Earp, and the Pledge of Allegiance was led by Council Member Mendoza.

C. ROLL CALL

City Council: Mayor Juan Rodriguez, Vice Mayor Jimmy Davis, Council Members Christine Chavira, Clorinda Erives, Adolfo Gámez, Linda Laborin and Cruzita Mendoza.

Department Directors: Deputy City Manager/Chief Government Affairs Officer Pilar Sinawi, Deputy City Manager/Employee Resources Director Wendy Jackson, Chief Financial Officer Kevin Artz, Chief of Social Impact George Good, Chief Technical Officer Steve Holliday, City Clerk Crystal Zamora, Development Services Director Jason Earp, Field Operations/Parks & Recreation Director Randy Babchuk, Fire Chief Michael Young, Library Director Mandy Carrico, Public Safety Director/Police Chief Rudy Mendoza and Utilities Director Jamie McCracken.

City Representative: City Attorney Robert Wingo

D. FINAL CALL TO SUBMIT SPEAKER REQUESTS



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E. CALL TO THE PUBLIC (NON-AGENDA ITEMS)

This is the time for the public to comment on non-agenda items. Members of the Council may not discuss items that are not specifically identified on the agenda. Therefore, pursuant to A.R.S. § 38-431.01.H, action taken as a result of public comment will be limited to (1) responding to criticism; (2) directing staff to review the matter; or (3) asking that a matter be put on a future agenda.

F. SCHEDULED PUBLIC APPEARANCES AND PROCLAMATIONS – FOR DISCUSSION

1. Employee Recognition: Library Department – Matthew Hart, Library Aide: Bachelor of Arts Degree in Mass Communications from Arizona State University
2. Check Presentation to West End Little League – Randy Babchuk, Field Operations/Parks & Recreation Director
3. Paseo de Arte Extension Project by West Valley Arts Council Gallery 37 Artists – Jimmy Davis, Vice Mayor
4. Safe Streets and Roads for All (SS4A) – Anita Johari, Practice Builder (Transportation Planning & Traffic Engineering) at Kimley-Horn
5. Proclamation declaring June 19, 2025, as Juneteenth Freedom Day in the City of Tolleson, commemorating the end of slavery in the United States and honoring the resilience, history, and cultural contributions of African Americans, while encouraging all residents to reflect on the significance of freedom and the ongoing pursuit of equity and justice for all. – Wendy Jackson, Deputy City Manager/Employee Resources Director

Mayor Rodriguez proclaimed June 19, 2025 as Juneteenth Freedom Day in the City of Tolleson.

6. Proclamation declaring June 2025 as LGBTQIA+ Pride Month in the City of Tolleson, honoring the history and contributions of the LGBTQIA+ community and encouraging

all residents to promote inclusivity, equality, and respect for all individuals. – Wendy Jackson, Deputy City Manager/Employee Resources Director

Mayor Rodriguez proclaimed June 2025 as LGBTQIA+ Pride Month in the City of Tolleson.

G. BUSINESS FROM THE FLOOR – PUBLIC HEARINGS AND ACTION ITEMS

1. Public Hearing – Soliciting comments from interested parties in reference to adopting the Property Tax Levy for Fiscal Year 2026. (Discussion only)
Resolution No. 2604, regarding the Property Tax Levy, will go before Council for consideration at the meeting scheduled on Tuesday, June 24, 2025. (Finance Department)

The public hearing opened at 6:52 PM and closed at 6:57 PM.

2. Public Hearing – Soliciting comments from interested parties in reference to Resolution No. 2602, adopting the City of Tolleson Annual Budget for Fiscal Year 2026. (Finance Department)

The public hearing opened at 6:58 PM and closed at 7:00 PM.

H. CONVENE INTO SPECIAL MEETING

1. Motion to go into special meeting.

Vice Mayor Davis moved to convene into a special meeting; the motion was seconded by Council Member Gámez. The motion carried 7 to 0.

Mayor Rodriguez – Aye

Vice Mayor Davis – Aye

Council Member Chavira – Aye

Council Member Erives – Aye

Council Member Gámez – Aye

Council Member Laborin – Aye

Council Member Mendoza – Aye

2. Adopt/Deny Resolution No. 2602 of the Mayor and Council of the City of Tolleson, Arizona, adopting the Final Budget and establishing the Expenditure Limitation for the City of Tolleson for Fiscal Year 2026. The total amount of budgeted expenditures is \$233,685,526. (Finance Department)
Roll Call Vote

Council Member Gámez moved to adopt Resolution No. 2602; the motion was seconded by Vice Mayor Davis. The motion carried 7 to 0.

Mayor Rodriguez – Aye

Vice Mayor Davis – Aye
Council Member Chavira – Aye
Council Member Erives – Aye
Council Member Gámez – Aye
Council Member Laborin – Aye
Council Member Mendoza – Aye

I. RECONVENE INTO REGULAR MEETING

J. CONSENT AGENDA – ACTION ITEMS

Items on the Consent Agenda are of a routine nature and are intended to be acted upon in one motion. Council Members may pull items from Consent if they would like them considered separately.

1. Approve Regular City Council Meeting Minutes of May 27, 2025. (City Clerk Department)
2. Approve Claims and Bills Report for the period of May 21, 2025 to June 3, 2025. (Finance Department)
3. Approve Arizona Department of Liquor Licenses and Control Liquor License Application No. 347171, Series 12 – Restaurant, as submitted by Jorge Agustin Santoyo for Sabor and Beer located at 9101 West Fillmore Street, Tolleson, AZ. This non-transferable, on-sale retail privileges liquor license allows the holder of a restaurant license to sell and serve all types of spirituous liquor solely for consumption on the premises of an establishment which derives at least 40% of its gross revenue from the sale of food. Failure to meet the 40% food requirement may result in revocation of the license. (City Clerk Department) Public hearing will be opened for public comment, if any.
4. Approve Arizona Department of Liquor Licenses and Control Liquor License Application No. 347230, Series 12 – Restaurant, as submitted by Juan Carlos Soberanes for Ahuevo Cafe located at 9205 West Van Buren Street, Tolleson, AZ. This non-transferable, on-sale retail privileges liquor license allows the holder of a restaurant license to sell and serve all types of spirituous liquor solely for consumption on the premises of an establishment which derives at least 40% of its gross revenue from the sale of food. Failure to meet the 40% food requirement may result in revocation of the license. (City Clerk Department) Public hearing will be opened for public comment, if any.
5. Adopt Resolution No. 2605 of the Mayor and Council of the City of Tolleson, Arizona, approving the Master Transit Services Agreement, Contract No. 172-75-2026-00, between the City of Tolleson and Regional Public Transportation Authority (RPTA) relating to regional transit services. The City of Tolleson will pay RPTA a total of \$109,850: \$85,277 for the provision of ADA Mandated Paratransit Services and

\$24,573 for the RideChoice Transportation Services Program for Fiscal Year 2026. This Agreement shall be effective for a period of seven years, with annual updates to incorporate any changes in service levels, funding, costs, or revenues. (Development Services Department)

6. Adopt Resolution No. 2606 of the Mayor and Council of the City of Tolleson, Arizona, approving an Intergovernmental Agreement between and among the Arizona Fire & Medical Authority, the cities of Avondale, Buckeye, El Mirage, Glendale, Goodyear, Peoria, Surprise, Tolleson, the Daisy Mountain Fire and Medical District, and the Sun City Fire District for the use of fire apparatus. The term of the Agreement shall be for five years. (Fire Department)
7. Adopt Resolution No. 2607 of the Mayor and Council of the City of Tolleson, Arizona, approving the Fourth Amendment to the Intergovernmental Agreement for Fiscal Year 2026, Contract No. C-22-22-120-X-04, between the City of Tolleson and Maricopa County, administered by its Human Services Department (MCHSD), for cash reimbursement to the City in the amount of \$165,000 Community Action Program (CAP) services to include crisis case management, coordination of services to assist low-income households in crisis situations, and assistance to move closer to economic self-sufficiency in Tolleson. The City and MCHSD agree to enter into this Fourth Amendment to extend the term from July 1, 2025 through June 30, 2026 and to revise certain sections of the Agreement. (Human Services Department)

Vice Mayor Davis moved to approve Consent Agenda items 1. through 7.; the motion was seconded by Council Member Gámez. The motion carried 7 to 0.

Mayor Rodriguez – Aye

Vice Mayor Davis – Aye

Council Member Chavira – Aye

Council Member Erives – Aye

Council Member Gámez – Aye

Council Member Laborin – Aye

Council Member Mendoza – Aye

K. REGULAR AGENDA – ACTION ITEMS

1. Adopt/Deny Resolution No. 2603 of the Mayor and Council of the City of Tolleson, Arizona, adopting a Public Safety Personnel Retirement System (PSPRS) Pension Funding Policy to clearly communicate the Council’s pension funding objectives, its commitment to its employees and the sound financial management of the City, and to comply with A.R.S. § 38-863.01. (Finance Department)

Council Member Chavira moved to adopt Resolution No. 2603; the motion was seconded by Council Member Laborin. The motion carried 7 to 0.

Mayor Rodriguez – Aye

Vice Mayor Davis – Aye

Council Member Chavira – Aye
Council Member Erives – Aye
Council Member Gámez – Aye
Council Member Laborin – Aye
Council Member Mendoza – Aye

2. Current and Future Strategies for Homeless Outreach/Intervention Presentation – Marc Simmons, Community Action Program Manager

Adopt/Deny Ordinance No. 616 N.S. of the Mayor and City Council of the City of Tolleson, Arizona, prohibiting camping in designated public areas and providing penalties for violations; providing for repeal of conflicting ordinances; and providing for severability.

Mayor Rodriguez moved to adopt Ordinance No. 616 N.S.; the motion was seconded by Council Member Chavira. The motion carried 6 to 1.

Mayor Rodriguez – Aye
Vice Mayor Davis – Nay
Council Member Chavira – Aye
Council Member Erives – Aye
Council Member Gámez – Aye
Council Member Laborin – Aye
Council Member Mendoza – Aye

3. Adopt/Deny Ordinance No. 617 N.S. of the Mayor and City Council of the City of Tolleson, Arizona, prohibiting the unauthorized removal, possession, or alteration of shopping carts; providing penalties for violations; providing for repeal of conflicting ordinances; and providing for severability.

Council Member Gámez moved to adopt Ordinance No. 617 N.S.; the motion was seconded by Mayor Rodriguez. The motion carried 6 to 1.

Mayor Rodriguez – Aye
Vice Mayor Davis – Nay
Council Member Chavira – Aye
Council Member Erives – Aye
Council Member Gámez – Aye
Council Member Laborin – Aye
Council Member Mendoza – Aye

L. WORK STUDY AND PRESENTATIONS – FOR DISCUSSION

1. FY 2025 Third Quarter Update – Kevin Artz, Chief Financial Officer

M. MAYOR AND CITY MANAGER’S REPORT OF CURRENT EVENTS – FOR DISCUSSION

N. ADJOURNMENT

Council Member Gámez moved to adjourn the Regular City Council Meeting at 7:52 PM; the motion was seconded by Vice Mayor Davis. The motion carried 7 to 0.

Mayor Rodriguez – Aye

Vice Mayor Davis – Aye

Council Member Chavira – Aye

Council Member Erives – Aye

Council Member Gámez – Aye

Council Member Laborin – Aye

Council Member Mendoza – Aye

Pursuant to A.R.S. § 38-431.01 and A.R.S. § 38-431.02, notice is hereby given to the members of the Tolleson City Council and to the general public that the Council of the City of Tolleson will hold a meeting open to the public. Council Members of the City of Tolleson will attend by telephone/video conference call.

Note: The City Council of the City of Tolleson, by a duly passed motion, may vote in public session to adjourn to executive session on any agenda item in conformation with A.R.S. § 38.431.03 for legal advice from the City Attorney.

Zoom's live transcription feature can provide automatic captioning by clicking on the Closed Caption (CC) button during the meeting.

THE CITY OF TOLLESON ENDEAVORS TO MAKE ALL PUBLIC MEETINGS ACCESSIBLE TO INDIVIDUALS WITH DISABILITIES. With at least two business days advance notice, accommodations can be provided at this meeting for individuals with vision, hearing and/or speech disabilities, including a transcriber, large print, an interpreter, an assistive listening device, etc. Please call the City Clerk at (623) 936-7111, or TTY users may dial 711 for Arizona Relay Service (AZRS), to request an accommodation to participate in this public meeting. The City will try its best to accommodate any last minute requests.

LA CIUDAD DE TOLLESON SE ESFUERZA PARA HACER TODAS LAS REUNIONES PÚBLICAS ACCESIBLE PARA INDIVIDUOS CON DISCAPACIDADES. Con al menos dos días laborables de previo aviso, se pueden proporcionar adaptaciones en esta reunión para personas con discapacidades visuales, auditivas o del habla, incluido un transcriptor, letra grande, un intérprete, un dispositivo de asistencia auditiva, etc. Llame a la Secretaría Municipal al (623) 936-7111, o los usuarios de TTY pueden marcar 711 para el Servicio de Retransmisión de Arizona (AZRS), para solicitar un alojamiento para participar en esta reunión pública. La Ciudad hará todo lo posible para satisfacer cualquier solicitud de último minuto.

City of Tolleson**Checks Recorded****Check Dates: May 21, 2025 to June 3, 2025****PAYMENTS OVER \$10,000**

VENDOR NAME	GROSS AMOUNT	CHECK #	CHECK/PAYMENT DATE
AZ WASTEWATER INDUSTRIES INC	\$618,133.48	184686	5/29/2025
AZ PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM	\$500,000.00	100698	5/30/2025
AZ PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM	\$500,000.00	100699	6/2/2025
AZ PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM	\$500,000.00	100700	6/3/2025
AZ PUBLIC SAFETY RETIREMENT, POLICE	\$420,000.00	100697	5/29/2025
TOLLESON ELEMENTARY SCHOOL DIST.#17	\$200,000.00	184688	5/29/2025
ASR CONSTRUCTION GROUP LLC	\$176,411.09	184597	5/22/2025
FSL HOME IMPROVEMENTS	\$115,244.12	184628	5/22/2025
AZ PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM	\$80,000.00	100696	5/29/2025
SUNLAND ASPHALT & CONSTRUCTION LLC	\$74,012.29	100692	5/29/2025
SAGUARO SUMMIT, LLC	\$44,806.61	184605	5/22/2025
BROWN AND CALDWELL	\$42,896.00	100682	5/29/2025
AZ PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM	\$33,596.59	100680	5/29/2025
AZ PUBLIC SAFETY RETIREMENT, POLICE	\$33,501.03	100681	5/29/2025
PUMP PROS INTERNATIONAL CORPORATION	\$23,781.36	100689	5/29/2025
LYFT, INC.	\$22,467.27	100649	5/23/2025
VERTOSOFT LLC	\$20,451.95	100695	5/29/2025
TERROS INC	\$19,993.00	184666	5/22/2025
WASTE CONNECTIONS OF ARIZONA	\$19,724.97	184675	5/22/2025
WASTE CONNECTIONS OF ARIZONA	\$19,710.73	184741	5/29/2025
KELLER ELECTRICAL INDUSTRIES, INC.	\$19,485.02	184713	5/29/2025
LEA-ARCHITECTS LLC	\$19,108.34	184641	5/22/2025
Metropolitan Life Insurance	\$14,729.56	184646	5/22/2025
MARICOPA COUNTY SHERIFF'S OFFICE	\$14,416.58	184645	5/22/2025
TRAFFIC AND PARKING CONTROL CO, INC	\$13,056.00	184667	5/22/2025
LEA-ARCHITECTS LLC	\$12,159.35	184641	5/22/2025
PHOENIX ROOFING & REPAIR LLC	\$12,097.00	184652	5/22/2025
ADVANCED ENVIRO CURE LLC	\$12,000.00	100677	5/29/2025
ADVANCED ENVIRO CURE LLC	\$12,000.00	100677	5/29/2025
BORDER STATES INDUSTRIES, INC.	\$11,950.95	184602	5/22/2025
VERIZON WIRELESS SERVICES LLC	\$10,638.42	184672	5/22/2025
CITY OF PHOENIX	\$10,455.00	184608	5/22/2025

Post-Production File

City of Tolleson
City Council Meeting Minutes
June 10, 2025

Transcription Provided By:
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Transcription is provided in order to facilitate communication accessibility and may not
be a totally verbatim record of the proceedings.

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MAYOR RODRIGUEZ: Good evening, everyone. I am Mayor Juan Rodriguez. Today is June 10th, and I would like to call the city council meeting to order. I'd like to begin with the invocation and Pledge of Allegiance. Development Services Director Jason Earp will lead us in the invocation.

And Councilmember Mendoza, please lead us in the pledge.

We're going to start with the pledge, so please stand. Actually --

GAMEZ: Let's do the invocation.

MAYOR RODRIGUEZ: Yeah. Let's do the invocation first, Jason.

EARP: Let us pray.

Heavenly Father, we come before you today with grateful hearts, thankful for the opportunity to serve this great community. As we begin this meeting, we invite your presence among us. Grant Council the wisdom and guidance to make decisions in accordance with your will, Lord. May their actions reflect integrity, compassion, and a deep respect for the trust placed in them by our citizens. We ask you to bless this community, watch over our neighborhoods, protect our families, and bring peace to our streets. Strengthen and encourage those who serve tirelessly, our first responders, city staff, educators, volunteers, and so many others who work each day to make this a better place for all. Unite us even in our differences and remind us that the true leadership is rooted in service, humility, and love. May your light shine through all that we do today and days to come. In Jesus' name, we pray, amen.

MAYOR RODRIGUEZ: Amen.

ALL: I pledge allegiance to the flag of the United States of America and to the Republic for which it stands, one nation under God, indivisible, with liberty and justice for all.

MAYOR RODRIGUEZ: All right. Thank you, both.

City Clerk, please let the record reflect that all councilmembers are present at today's meeting.

Moving onto D, final call to submit speaker request forms. Now is the final call to submit speaker request forms to the city clerk. All speakers will be limited to three minutes for comments only. Actions taken as a result of all the comments will be

limited to: One, responding to criticism; two, directing staff to review a matter; or three, ask that a matter be put on a future agenda.

City Clerk, do we have any speaker request forms at this time?

ZAMORA: Mayor, we have two for non-agenda items. The first one is Adam Decker. He would like to discuss a new proposal for a bus service.

Adam, are you present?

MAYOR RODRIGUEZ: Mr. Decker, come on up. Welcome.

DECKER: Thank you, Mr. Mayor.

Thank you for having me, Vice Mayor and the council.

I would like to bring to your attention and to ask that you would consider having a bus service going from West Side over here to Tolleson. I'm going to joint with other cities, Avondale, Goodyear, Buckeye, because of the massive growth that's going out here and the congestion of Highway 10, and when it gets beyond 99th Avenue on 10, two lanes. So flip forward, if we got some public transportation, it would be awesome because people could commute in the morning, and the bus service could be a lot better than -- no offense to the Metro bus service, which I use a lot. There's a lot of flaws with that. They don't come out here on Sunday; Saturday, to certain parts, it's once an hour, and if they're late, once every two hours; and then there are other issues that I have that I won't bring up because they're petty. But moving forward, it would be awesome if we could put something together. And just imagine, if you could do that, the local tax dollars with Buckeye, Goodyear, Avondale, and Tolleson, it would bring a lot of good business in this way, having that. You could go to the airport, or you could go to the stadium or the games in different directions, and they could commute with the bus coming back here. I'm from the Bay Area, and that BART system is awesome. If you're going to go to a Giants game, it goes under the bay, boom, drops you off, and comes right back over into Concord, California, and you missed the whole entire traffic. This would be -- you wouldn't go under a bay, but you would take a bus system, and you would miss that mess on 10.

MAYOR RODRIGUEZ: Okay. Well, I appreciate your time. As a city, we're part of greater

transit system, and so we'll take this to Valley Metro and have that conversation in order to see if there's some kind of partnership that we can explore that would connect the West Valley cities going west.

DAVIS: Micro Transit System --

MAYOR RODRIGUEZ: Yeah. We do have a Micro Transit System for Tolleson residents here, and I believe Avondale has one also, and we use Uber and Lyft.

DECKER: Yeah. I tried WeRIDE. WeRIDE is hitting about 50 percent. They're not so reliable.

MAYOR RODRIGUEZ: Yeah. Well, here in Tolleson, what it is, it's a subsidized program. So Tolleson residents will pay \$20 -- and I believe we're up to about 40 locations that we travel to -- and then the rest of it is subsidized by the city. But I thank you for coming to us today.

DECKER: Thank you, Mayor, for listening, and City Council and Vice Mayor. God's peace to you all. Thank you.

MAYOR RODRIGUEZ: And to you, sir.

Crystal, we had a second person that would like to speak?

ZAMORA: Yes. We have Joe De la Huerta. He would like to thank Council and Mayor and PD and fire for their support for Tolleson's children. There he is.

MAYOR RODRIGUEZ: Former principal --

DE LA HUERTA: Got a couple days left.

MAYOR RODRIGUEZ: Oh, a couple more days?

DE LA HUERTA: Yeah. And my name is Joe De la Huerta, and I'm the principal over at PH Gonzales for a few more days. But you know, I wanted to thank you guys personally because I've been in public education and taught in Title I schools for 30 years, and I don't know if your ears ring, but I brag on you guys. I talk about the City of Tolleson and the partnerships and the support. It's not unusual to have, you know, people from city, Mr. Mayor, councilmember, come over and celebrate our kids. The decisions that you guys make to celebrate our kids and give them resources and wraparound our kids has just been amazing. And you know, my 30 years, I've never been a part of anything like

that where -- you know, it's usually your district is your district, and that's your system. And I can't imagine being in a place like that again because Tolleson has just been amazing.

And I'd also like to thank the police department and fire department. Response times for our schools, I mean, you can tell that kids are number 1, and we appreciate that, that kids feel special, and what you guys are doing is special. I just wanted to share with you that because I know sometimes when -- you know, I've been fortunate to be in a lot of great places, in Phoenix, Glendale, and different districts, but none of them has been like Tolleson, and what you guys do is very special.

And I have a really special group of our counselors. Ms. Segovia, Mr. Munoz are very caring adults, and the next principal, Ms. Ortega, is also amazing. And we do silly things. And on Fridays, we get a boombox, we dance, and we sing with kids. And there's a song by Lizzo -- I know you wouldn't even think I'd be quoting Lizzo, but there's a song called You're Special, and we sing it to kids. And it goes, you know, if nobody lets you know today, you're special. If nobody made you believe today, know you're special. And I just wanted to thank you guys because the things that you do for our community, for our kids is so special, and it's been an amazing blessing to be a part of this community. And I wanted to thank you publicly for that. So thank you guys, and God bless.

CHAVIRA: Thank you.

MAYOR RODRIGUEZ: Thank you.

We're not going to let him escape that easy. Mr. De la Huerta was not really supposed to be our principal, and then he got so involved with the teachers and all the work that they do and you know, the kids here in Tolleson that he decided that he was going to compete for it, and lo and behold, he became the principal.

And talking about something special, you've done tremendous things with our kids there. And the biggest thing that is bad for us is that you're retiring. But the best thing is that we all wish you the absolute best because you have your best years in front of you, and I know you're going to be amazingly happy in retirement. And if you ever decide to come back, I'm sure Tolleson will have a spot for you. You've done

tremendous work.

DE LA HUERTA: Thanks.

MAYOR RODRIGUEZ: Thank you for everything.

All right.

GAMEZ: I have a question for you, sir.

DE LA HUERTA: Yeah.

GAMEZ: Do you have your superintendent certification?

[LAUGHTER]

DE LA HUERTA: No.

GAMEZ: No? Thank you. Okay.

MAYOR RODRIGUEZ: Thanks, again.

We're going to move up to item E. This is for call to the public. This is for non-agenda action items. It is now time for the call to the public.

City Clerk, do we have any submissions under that?

ZAMORA: I have none for agenda items.

MAYOR RODRIGUEZ: Okay. Awesome.

We're going to move onto F. This is scheduled public appearances and proclamations. I'm all nervous now. You gave us that speech, so I got to figure out how far I'm going to be from the microphone.

So we're going to start with employee recognitions. I'm going to turn it over to Deputy City Manager Sinawi to make some announcements.

SINAWI: Yes, yes. Thank you, Mayor, members of council. As you all are aware, this is a new initiative for us here at the city that we want to make sure that we're bringing forward employee recognition. We have the pleasure of having a lot of talented staff here in the city, and we want to make sure that we're taking the opportunity to recognize them. So tonight, we'd like to recognize Matthew Hart. He's a library aide here in the Tolleson Public Library. He's been here with the City of Tolleson for a year and a half, and Matthew has just earned his Bachelors of Arts degree in mass communications from ASU.

So congratulations, Matthew.

MAYOR RODRIGUEZ: Is he here today?

SINAWI: I don't see him in the room, not unless he's online.

MAYOR RODRIGUEZ: Oh, he's working. Okay. Great.

SINAWI: So if you have a chance to stop by at the library and congratulate Matthew, that would be great.

MAYOR RODRIGUEZ: We will definitely do that. Thank you for bringing that to our attention.

And great job on getting that bachelor's from ASU.

All right. We're going to move onto item number 2, check presentations to the West End Little League. I saw Patty out there.

How are you doing, Patty?

Parks and Recreation Director Babchuk?

BABCHUK: Thank you, Mayor and members of the council. The City of Tolleson is proud to present a check in the amount of \$14,539.05 to the Tolleson West End Little League, made possible through the proceeds raised from beer sales during our 2005 [sic] Whoopee Daze Festival. We're incredibly thankful for the hard work and dedication shown by the West End Little League volunteers who assisted with the serving of alcohol during this event. Their support played a key role in the event's success. This grant is intended to support the ongoing mission of the West End Little League in providing high-quality baseball and softball programs for our youth. This partnership reflects the strong commitment both our organizations share towards fostering youth development, promoting healthy lifestyles, and strengthening the community through sports and programs. The City of Tolleson deeply values the continued work and volunteerism of the Tolleson West End Little League and looks forward to seeing how this grant will help expand opportunities for youth athletes in Tolleson and our surrounding areas.

Patty, if you'd come up and accept this check for the Tolleson West End Little League?

MAYOR RODRIGUEZ: Yeah, we do. But Randy, before we do, I think there's a couple things that we need to clarify here. Number one, I think the first thank you is to the

Nandin family. Patty and her sisters have done an amazing job at this last event that we had, but really for many, many years, the Nandin family has been a tradition when it comes to partnerships with Tolleson. And the fact that we have her connected to the West End Little League, which is awesome because a lot of us either coached or played on it, it's a win-win for Tolleson. And this money will go to sponsor a lot of kids here in town that maybe are not able to pay 100 percent of the registration fee or none of the registration fee, and that should never be a reason why they are not allowed to play little league here in Tolleson or anywhere else, for that matter.

BABCHUK: Thank you, Mayor and members of the council. Absolutely. It's even going to affect our programs at the Parks and Rec Center. They've offered to scholarship kids that can't afford our summer and afterschool programs, as well, with these funds.

MAYOR RODRIGUEZ: Excellent. The more the merrier.

All right. Come on up, Patty.

NANDIN: Thank you.

MAYOR RODRIGUEZ: Awesome. Congratulations, again.

And for those of you that don't know, I think it was --

Go ahead, Patty.

NANDIN: (Indiscernible) the city (indiscernible) for taking me on -- 12 years ago? 12 years ago, when I was thrown into the position as the president, a lot of growing, a lot of learning, a lot of fighting, just because one field. And this season, we have 278 kids. With the one field, we have been traveling between Holiday Park, Avondale, Buckeye, Goodyear, so it makes for a good season. But I'm excited for this, for the kids, to be able to put flyers up because that way we won't have to say no or -- because little do you know that my mom sponsors kids to play, and my son actually sponsored -- it's emotional -- a little boy to play All Stars because he couldn't afford it. My son is barely 20. He had his first job at Honeywell, and he paid for two boys to play All Stars this season without them knowing it was him. He goes, Mom, I'm going to pay because I want them to play. So this makes it just so much more meaningful because we are tied to the community, and I know there are kids that want to play that are embarrassed to

ask or just won't ask. And that's what we want, to be able to say, come play, come have fun, come see if you like it. That's the purpose of it, see if you like it. So again, thank you so much for the opportunity, and I'm excited for this season that'll be starting in August. So --

MAYOR RODRIGUEZ: Thank you.

NANDIN: -- I will send out the notifications to have you guys come out to our opening in August, and hopefully, you guys can all be there.

MAYOR RODRIGUEZ: Awesome. Sounds perfect. Thanks again, Patty.

NANDIN: Thank you.

MAYOR RODRIGUEZ: All right. Item number 3, Paseo de Arte Extension by West Valley Arts Council Gallery 37 Artists. I'm going to turn it over to Vice Mayor Davis.

DAVIS: Good evening, everyone. So our Gallery 37 Program through the West Valley Arts Council has been working really hard this summer.

They're on their third week of class?

They're on their third week of class. They're taking courses over at Estrella Mountain Community College. So they have an art class in the morning, and then in the afternoons, they go into more of, like, a business-type class. They are preparing proposals to bring to the next city council meeting to present their proposals for the extension of our Paseo de Arte, which is going to be some sculptures that are going to head east on Van Buren. We currently have sculptures that go from 91st to about 96th Avenue, so we're really excited about that. And today, we have our representative for the cohort, Andrea Garcia.

So if you want to please stand?

Let's give it up for her. She was really brave today and she came all by herself to represent her class, and we're really proud of her. And the best part is she is the only one that actually attends Tolleson High School, so we're excited about that.

All right. So thank you for coming down.

MAYOR RODRIGUEZ: Okay. You want to come up and take a picture? You can bring your parents with you, if you want.

GARCIA: Come with me.

MAYOR RODRIGUEZ: Come on up.

UNIDENTIFIED SPEAKER: Thank you.

MAYOR RODRIGUEZ: Awesome. Thanks, again.

Okay. We're going to move onto item number 4. This is Safe Streets and Roads for All presentation.

Anita Johari with Kimley-Horn, you have the floor -- or maybe, maybe not.

How about Jason Earp?

EARP: Mayor and members of council, I'm going to have Gabe Elias just kind of quick background before she does her presentation.

MAYOR RODRIGUEZ: We're going to go from Jason, to Gabe, to Anita. Okay.

EARP: We had a last-second change. Sorry.

MAYOR RODRIGUEZ: Understood.

ELIAS: Good evening, Mayor, members of council. So just a little background on the SS4A grant and our action plan. In the Fall of 2022, the City of Tolleson applied for federal assistance for Safe Streets and Roads for All discretionary grant program and was awarded 200,000 in federal grant funding to assist with the development of the city's first action plan to reduce and/or eliminate serious-injury and fatal collisions. So with that grant, we took and we got Kimley-Horn on board to analyze the crash data over the course of five years. So with that data, Kimley-Horn puts together recommendations for improvements for the City of Tolleson. As far as Safe Streets are concerned, this report and its findings are directly related to crash data and statistics, so we really don't want to get it confused with existing traffic standards right now, you know, related to street closures or road work or things of that nature. This grant is directly related to crash data and how to make our streets safer based off of that information. So without further ado, I'd like to present or introduce Anita Johari with Kimley-Horn.

JOHARI: You can hear me, right?

Okay. I can't hear myself.

Good evening, Mayor and Vice Mayor and the councilmembers, and thank you for this opportunity to present on the Safe Streets for All that we are doing, this Comprehensive Safety Action Plan for Tolleson. And I am Anita Johari with Kimley-Horn. I am their senior project manager, and I've been doing safety analysis and safety studies right from the time I did my master's in Michigan in year 2000. So taking all of that information with me, we come up with an opportunity to develop some low-cost to high-cost infrastructure improvements, some that can be implemented very quickly and easily just using maintenance funds, some that require more robust infrastructure improvements. So in 2022, the infrastructure and --

First slide. Is somebody moving the slides?

Okay. So just introduction about the Safe Streets, the Safety Action Plan, and how this came about. The Infrastructure Investment and Jobs Act, the IIJA, established the Safe Streets for All, a competitive grant program allocating \$5 billion appropriated over the five years from 2022 to '26. And Tolleson -- kudos to Gabe and his team -- is one of the first cities in Arizona to get this infrastructure grant, and the aim of the grant was to develop a Safety Action Plan for Tolleson. The Safety Action Plan is a tool for prioritizing safety improvements in all roadway investment programs that Tolleson puts together, and then it's a comprehensive study focused on eliminating serious-injury and fatal crashes affecting all road users.

As part of this project, what we did was we did an extensive crash data analysis, looked at past five years. We actually extended it to seven years because of the COVID impact. We wanted to see how things were before COVID, and then also during COVID because there was big dip in the travel patterns, so we didn't want COVID to really impact us; and then we did a lot of field visits to understand traffic flow in and out of Tolleson and understand what could be improved in terms of safety improvements; then we also did extensive public outreach; then we identified high-crash locations and factors contributing to the crashes; then finally, we prioritized develop strategies -- some include policy changes, some include new programs, and some are infrastructure changes -- and then finally, developed an implementation plan, our layout of projects.

You cannot go and put all the projects immediately on the ground, so it's over the next several years. We came up with a short-term implementation of zero to two years, then two to eight years, and eight years, plus. One of --

Next slide, please.

So Tolleson, as you all know, has a very interesting land use distribution. The periphery is all warehouse and industrial, while the core or the heart of Tolleson is where the residential and the commercial and the people live in. So rightly said, the industrial and warehouse are on the core, and the roadways that is connecting to them are identified as freight corridors. So there were previous studies done to identify and designate them as freight corridors. 107th, 99th, 83rd are connecting all the way to I-10, designated as official freight corridors. A part of 91st is also a freight corridor that you are able to come down south from on 91st, and then Buckeye Road is another freight corridor. Another interesting point that we found out was not all roadways are completely owned or operated by Tolleson. We have Maricopa County, Avondale, Phoenix owning these roads, and so the jurisdiction has limitations on it. But it is a major responsibility on our engineering team because they have to advocate and propagate safety improvements on those roads and be part of those programs.

So we reviewed -- another thing we did was we got traffic volumes on all of the Tolleson roadways, including all of the roadways that you see over here on the map. We got traffic volumes and compared them against the number of lanes on the roadway. We found out that the traffic volumes to the capacity of the road, there is adequate capacity on the roadway. So the capacity is not an issue, but there are other things that we can improve safety. And again, as Gabe said, this project just focuses on safety and not improving capacity. So we're coming up with methods of how to improve the safety, reduce the speeds on these roadways, and make it safe for pedestrians, bicyclists, motorists, students, everybody together.

Next slide, please.

So the five-year data the we -- we looked at data from 2018 through 2023, but the data that you're seeing over here, 2,609 crashes, were from 2019 to 2023. So those were the

number of crashes. Again, the focus is on the 53 plus 24, the 77 fatal and serious-injury crashes. That's the focus, but we did not want to omit how the growing trends are. So we've looked at all the locations. One thing was 67 percent of the crashes do occur at daytimes, so it's not that the -- some of the roads do have limited lights. It's not that most of them are contributing to that, but there is some locations where streetlights could improve.

The other thing, I want to focus on the pie chart there. So the type of crashes, that gives us a lot of information on the type -- on where the crashes are, what could be the causes of it. Rear-end crashes are one of the higher crashes. Rear ends are typically occurring at intersections or at driveways where suddenly, somebody is slowing down, and they get -- and the person coming behind doesn't know, and they rear-end them. Then the second one left-turn crashes. Those are, again, at your signalized, unsignalized intersections. Then sideswipes are on roadway segments, and when they see -- or when somebody sees that this one lane has a lot of traffic, they want to move to the other lane, but they don't see who's coming and they bump into them. Those are the segment crashes. And then the angle crashes are, again, at the intersections, both signalized and unsignalized intersections. The other crashes are predominantly the pedestrian and bicycle crashes.

Next slide, please.

So this map gives us a little more detailed information about the crashes. The dots that you're seeing there are where the fatal and serious-injury crashes occurred, and the colorful lines that you're seeing are locations where the number of crashes over the past five years, and also adjusted based on the traffic volume, shows which are the corridors which have a higher crash rate: 99th Avenue, 91st Avenue, 83rd Avenue, and Buckeye Road. Even though, Buckeye Road, the overall crashes were not too high, but the number of fatal and serious-injury crashes were higher on Buckeye Road. So that's the map that we came up with.

And using this map, we came up with certain conclusions, and a little more detailed analysis was done. It was interesting to know that younger drivers -- this is age 15

through 25 -- 28 percent of all crashes was by this category. I'm not saying that they were all at fault, but they were involved in a crash, 28 percent of this number. And with 17 crashes involved -- 17 fatal, serious-injury crashes involved a younger driver. So that was a really alarming number, for us to see that these people are just starting to drive, and they are getting involved in crashes. The second one that we did see was speeding-related crashes. We did see some speeding-related crashes, and the speeds were anywhere in the range of 5 to 25 over speed limit. So they could be coming off a ramp, and they get into a crash that is a speeding-related -- and those speeds could be the higher ones, but then we did see some speeding-related crashes.

So with all that data, we were able to come up with a countermeasure focus area. We said that we had to address intersections, roadway segments with a focus on the freight traffic, then neighborhoods and schools. Those were our other area that we wanted to address in terms of safety.

Next slide, please.

As part of this grant application, it is important for us to involve the public and engage with the public to understand their perspective of safety. So we did three in-person public outreach, and we also had a survey. We met the public at the trick-or-treat event, then we went to the Senior Center, we went to the Teen Council, to understand and gauge what the safety perspective was from this different age group as well. Then as part of this project, we developed a safety action group, and this group consisted of the City Manager's Office, Public Relations, Engineering, police, fire, school, Economic Development. We met here in this exact room on November 7th to discuss the information on the crashes and also come up with some opportunities to improve at that first meeting. And then we met online on February 27th, and we developed -- to develop a vision for the Safety Action Plan and a goal for the Safety Action Plan.

Next slide, please.

So the vision for the Safety Action Plan that we went with is to eliminate fatal and serious-injury crashes for all road users. This is a big umbrella, and it has to be -- it can be achieved through small steps. So we developed some objectives. The 20-percent

reduction in fatal and serious-injury crashes by 2030, this is the same percentage that the state has adopted -- as the State of Arizona has adopted as part of their Safety Action Plan and so went with that same percentage. And then we progressed towards a Vision Zero as a build out of Tolleson (indiscernible) -- or by 2050 as a long-term version of it. Then this Safety Action Plan is based on the FHWA guidance called Safe System approach, which says we cannot accept any more fatal and serious-injury crashes. Fatal and serious-injury crashes, really, it impacts the entire community. When somebody is gone from the community, when somebody is seriously injured, it impacts the friends, it impacts the family, it impacts the entire community when they are not able to move, and they are just paralyzed in the road. So the Safe -- so we went with using the guidance of the Safe System approach, which also says safety is a combined responsibility of leadership of the different departments of the city and also the public. So constantly engaging the public in what the city is doing with regards to safety and always educating them with safety is what this Safety Action Plan and the Safe System approach really advocates.

So next slide, please.

With that part process in mind -- and we've already spoken about the emphasis areas -- we are the -- Tolleson's Comprehensive Road Safety Action Plan has responsibility and involve the engineering, enforcement, education, emergency response, public relations in terms of equity, and then right now, presenting it to you as a council in terms of engagement with the management, the leadership, and the public. So that's why this Safety Action Plan really has all spikes this Safety Action Plan will include. And so our emphasis areas, again, the young drivers and school area safety, changing the human behavior to take the responsibility of road safety upon them. When you are a pedestrian, when you are a bicyclist, when you are a driver, what are the safety norms of it? Then understanding that you are going to be interacting with vulnerable road users, which means you are -- as a driver, you're going to be interacting with a pedestrian or motorcyclist or a bicyclist, but as a -- school students as well. And as a student or any of these, you're going to be interacting with these heavy vehicles around

you. How should you react with them? How do we increase that education and that responsibility in them? And finally, infrastructure improvements. That's been our focus. Next slide, please.

So going into our recommendations, we came up with policy recommendations that we develop a Safety Task Force Committee. We already developed a committee for development of this plan, and we are thinking that the same committee will become the Safety Task Force Committee to take this project to its fruition as well, then create and designate a road safety coordinator who can oversee the safety improvements and the recommendations in this plan.

Then we went into the education initiatives; that is, to establish maybe a high school curriculum or a special ed class in the high school, to do a driver ed program. There are several resources which we will share with in the report. Then establish a pedestrian safety and bicycle for younger students, like middle school and elementary, how they should be navigating through these roadways. Then having media campaigns. The public outreach media campaigns, in terms of distracted driving as a pedestrian as a bicyclist as a motorbike rider, what are your responsibilities?

Then we go into the enforcement category of expanding the enforcement in terms of DUI, speeding, red-light running, aggressive behavior. Also, one thing we did notice was truck parking on all the roadways, and that is a safety concern as well because once a driver is in the truck and a pedestrian is walking, he is not able to see that, and he starts driving and somebody is hit. Two of our crashes were like that. So truck parking is an issue in this area, so enforcing no on-street parking. Then all our data comes -- all our analysis came from data, so effective crash coding is another thing that we want to emphasize on and having a constant understanding of how these crashes are done. Next slide.

The city has already -- just listening from us, the city has already started doing some of these highlighted projects. They have understood that the signal timing on freight corridors should be reactive to how the trucks can maneuver through that location. So some of those signal-timing projects have been implemented already, and that is going

to become part of the policy as well, for freight corridors, especially. We are looking at the yellow and all red, so it is responsive for the vehicle as well.

And then the second thing that Gabe was telling me was the pavement marking. He's already working on improving pavement marking through the maintenance fund on 83rd Avenue, and then he's already bought the three -- you would have seen in other places, it's a yellow marking on the signal backplates. It improves the visibility of the signal even during the dark and when it is -- when you're driving east, west, especially, and the sun is going down, you're not able to see the signal, but this reflective marking will help you see the signal. So that is going to be implemented quickly. So those are some of our non-infrastructure, low-cost projects that the city has already started implementing.

The next one is the --

Next slide, please.

The next one is the infrastructure projects. These are the higher-budget projects that we have identified.

The next slide?

Yeah. So 99th Avenue, we are thinking of some speed feedback signs on 99th Avenue -- 91st Avenue. 99th Avenue, we are recommending a median. Medians are not here, but a median really helps visually create a barrier, which will visually -- which will instinctively create the slowing down of traffic. So we are suggesting a median. And then the area near the CBI, we did see a lot of crashes, fatal and serious-injury crashes, pedestrian-related fatal and serious-injury crashes, so one of the recommendations that the group came up was to really create a fence to prevent crossing on 99th Avenue, midway -- jaywalking, as we can call it, midblock crossing. So to really direct the pedestrians to the intersections, and then they can cross there. So that would be, like, creating a fence or something like that in the median on 99th Avenue. So those are projects that the city is eager to invest into, and we want to go after the implementation grant, which is the next phase of this project. So as part of --

Next slide, please.

So those are our high-end projects. And what next is we want the -- we want to adopt -- officially adopt this Safety Action Plan as part -- you should have received an executive summary of the Safety Action Plan as part of your package, so please provide comments upon your review of the package. Please provide us the comments. We will address all those comments, and then we want to officially adopt the Safety Action Plan at the next council meeting on June 24th. Once that is adopted, then we will be able to apply for the implementation grant. This year's implementation grant is due on June 26th, so really, we're cutting it close to 24th and applying for -- we already started working on the implementation grant, then accept the safety goals and recommendations, and commit to making safety as a priority for the town. So those are our next actions. And as I said, the Safety Action Plan, this grant requires the city to keep in touch and keep the public informed about its safety initiatives and show the public how the needle is moving towards improvement. That encourages everybody to invest into that. So every year, we would like an evaluation done. We will provide the tools to the city at the end of the project, so they can evaluate, keep that process going.

So with that, I can take questions.

MAYOR RODRIGUEZ: Well, Anita, first of all, thank you for your presentation. I think it's great, thinking safety, especially when it comes to some of our major corridors where we've had significant accidents, serious accidents, deaths at times. Anything that can prevent that, of course, is paramount, especially when we talk about areas around schools and major corridors. So I look forward to some of this stuff being implemented. The items that you had listed, all of them seem pretty doable. None of it seems, you know, out of this world. I don't know if the 200,000 will cover all of it, but I think if it's in the name of safety, that's something that we can consider, maybe, pitching in some funds to make sure that we can get 100 percent of those projects out of the way. And you're right; it's not going to be done overnight. It's going to be done in the course of a number of years. And so we'll be here, and we'll stay committed to the plan. But you gave us some homework. We have to review the plan, provide feedback, because you got a really quick timeline that you have to meet, so --

JOHARI: Yes.

MAYOR RODRIGUEZ: All right. Council, other questions or comments?

GAMEZ: Thank you, Mr. Mayor.

Thank you so much. It was comprehensive, and I enjoyed it. There was a lot of information, safety being the number one priority. I live right in the corner of 91st Avenue and Taylor, and I see the issues that we have with traffic. Not right now because there's summer school, not a lot of traffic --

JOHARI: Uh-huh.

GAMEZ: -- but when school's in session and people are working, going back and forth, we have issues with the traffic. And it's not on there, but I've seen incidents of road rage, and that's an issue. And you talked about behavior. Those are things that we need to address. Our police department does a good job. They were out there today. They have a task force in cooperation with other cities. This month happens to be our turn, or this week, and they were stopping people, and they were telling them not to speed. That's what we need, and safety, again, being priority. And I think that if we work together and we do this and we know that it's an issue, we deal with it.

Another thing that you guys don't deal with, and I think it's an issue, is the quality of the air in those areas. We talk about emissions from the automobile, the trucks. It's not pleasant. And I've said this before. In the morning, you wake up, you have all this exhaust coming your way, and you combine that with the Fabuloso stuff from the laundry and then Sunland Beef for (indiscernible) --

MAYOR RODRIGUEZ: (Indiscernible).

GAMEZ: -- I mean, you mix it up, it's a hell of a breakfast. It really is. It's not good. So we have to deal with that, and that's an issue because people live on both sides of 91st Avenue. You know, it's not like on 83rd Avenue; it's not like 99th Avenue. Not that many homes. Here, you have them, so we have to do it and remember that we're dealing with residents in our community that are having to deal with that. And you're right. The Carniceria, the one on Garfield, good business. They probably barbequed like a million pounds of chicken a week. I mean, it seems that way. And you can smell it,

which it smells good. (Spanish spoken). I mean, enough is enough.

But I'm saying, thank you so much for your presentation. There's still some issues that we have to deal with, and we just got to be very positive about it and not pretend that it doesn't exist. It does exist, so we have to deal with it. But thank you so much.

MAYOR RODRIGUEZ: Thank you, Anita.

Any other comments from Council?

I heard Jimmy, and then we're going to go Clorinda.

So Vice Mayor?

DAVIS: I'm glad you did bring up the problems on 99th Avenue with the (indiscernible).

GAMEZ: Bless you.

MAYOR RODRIGUEZ: Bless you.

DAVIS: I have seen -- bless you.

JOHARI: Bless you.

DAVIS: I have seen countless people almost get hit. Thankfully, I have not witnessed somebody actually being hit, but that's a big, big, big problem and a huge safety issue almost daily, probably multiple.

MAYOR RODRIGUEZ: Okay. Councilmember Erives?

ERIVES: Uh-huh. Anita, I just wanted to say thank you on all of the presentations, but I really -- the data, right? Like, the data doesn't lie. We're not saying, oh, it's an imaginary issue. No, this is an issue, and this is why. And the numbers. When you were mentioning young drivers, right, so students -- you know, we have a high school here that's young -- and I teach high school, and so they're young and they're excited about driving. But I do know that we don't have a program like driver's ed anymore. So something that maybe the city can do, maybe something we can think about in the future, how we can partner up, how we can figure out so that we can get these drivers -- these young drivers, you know, some education, some opening, you know, their eyes with regards to this. And then I was thinking, well, not just our young -- the future young kids as they come ready to drive, right? Like, oh, I can't wait to drive. I'm going to be 16, and I'm going to take my sister to school. Well, again, now you're talking

school areas, young drivers, inexperienced, high-traffic. How we can do as a community -- because those are our babies going to school, so how can we as a community help support? So I appreciated all the data and that we can -- solutions, right, so not just a problem but how we can solve this, and through education. And I was thinking Teen Council -- I was thinking a whole bunch of programs that we could do. So thank you. I appreciate that.

JOHARI: And yes, they are looking at a lot of education programs, and they are available already. And the program is free of cost. It's how to deliver it. So that's where the next part comes in, is finding that team of -- finding a coordinator or a representative inside the town who can take this and deliver it to the students. Thank you for this.

MAYOR RODRIGUEZ: Yeah. Thanks, again.

Gabe, thank you.

And who introduced you?

Jason. Jason, thank you, too. It's really good information. Thank you.

All right. We're going to move onto item number 5. This is a proclamation declaring June 19th, 2025, as Juneteenth Freedom Day in the City of Tolleson, commemorating the end of slavery in the United States and honoring the resilience, history, and cultural contributions of African Americans while encouraging all residents to reflect on the significance of freedom and the ongoing pursuit of equity and justice for all. I'm going to call up the deputy city manager to say some more on this item.

JACKSON: Hi. Good evening, Mr. Mayor and members of council. Yes, this is the significance of Juneteenth, a powerful reminder of the end of slavery in the United States and the enduring struggle for freedom and justice. Today, I'm wearing an African clothing from Ghana. It's in solidarity and celebration of the rich cultural heritage and the resilience of the African American community. Throughout this proclamation, we hope that it's showing our commitment to equity, inclusion, and ongoing work towards more justice in the future.

MAYOR RODRIGUEZ: Awesome. I know last year we had a Juneteenth event. Is that something that we're repeating? That was a shirt that was given out, yeah.

You might have to come up here because you're on part of the white table back there.

BABCHUK: Mayor and Council, this year, we haven't heard back from the lady who came forth and asked to host that event. So what we did is we took the initiative, and we're having -- we're celebrating it during that whole week in our afterschool program, in our library programs, and also in our Senior Center.

MAYOR RODRIGUEZ: Excellent.

BABCHUK: So we'll be celebrating the whole week Juneteenth.

MAYOR RODRIGUEZ: I think that's a great idea. If we're not going to have one-time celebration, we can at least sprinkle the different programs that we already have in place and help educate some of our community about Juneteenth and the importance and significance of it.

Beautiful blouse, by the way.

Oh, well, you're sitting down, so -- very, very nice. Yeah. Thank you.

GAMEZ: (Indiscernible).

MAYOR RODRIGUEZ: Yeah. So with that, thanks, again, guys.

And so therefore, I, Mayor Juan Rodriquez, to hereby proclaim June 19th, 2025, as Juneteenth Freedom Day in the City of Tolleson. Be it proclaimed.

We're going to move onto item number 6, proclamation declaring June 2025 as LG -- I got to get this right -- LGBTQIA+ Pride Month in the City of Tolleson, honoring the history and contributions of the LGBTQIA+ community and encouraging all residents to promote inclusion, equity, and respect for all individuals. I'm going to turn it over to Deputy City Manager Jackson and then turn it over to Vice Mayor.

JACKSON: Thank you, again, Mr. Mayor and members of council. As we recognize, Pride Month is a time to honor the contributions of lesbian, gay, bisexual, transgender, queer or questioning, intersex, and asexual individuals, collectively known as LGBTQIA [sic] community. Pride is a celebration of love, identity, and the right of every person to live authentically, and we stand proudly in support of equality and dignity and inclusion for all.

MAYOR RODRIGUEZ: All right. Thank you, City Manager Wendy Jackson.

And we're going to turn it over to Vice Mayor.

DAVIS: Tonight, we officially proclaim June as Pride Month and recognize Juneteenth here in the City of Tolleson. These proclamations are more than symbolic. They are bold affirmations that Tolleson stands with and for those who have been marginalized, silenced, and overlooked for far too long. And in these times, that affirmation matters more than ever. Across the nation, the Trump administration has launched targeted attacks against our communities. At the very start of Pride Month, they announced plans to rename the USS [sic] Harvey Milk, a ship honoring a Navy veteran, civil rights hero, and the first openly gay elected official in U.S. history. Harvey Milk, a man who was forced to resign from military service simply for being gay and who was later assassinated by a fellow city council member. While this captured media attention, behind the scenes, the administration quietly slashed funding for HIV/AIDS prevention, PrEP access, and essential healthcare services for the LGBTQIA+ community that saves lives.

The attacks don't stop there. The black community continues to face relentless erasure and targeting, from the removal of black historical figures on national platforms to the dismantling of DEI initiatives, defunding of HBCUs, and even the elimination of Black Lives Matter Plaza. These are not just bureaucratic decisions. They are deliberate attempts to silence the truth and rewrite history.

Our Latino community, our community, is also under attack. Tolleson may be the only all-Latino city council in the United States. We are a city built by immigrants and the children of immigrants, and as we witness attacks of aggression and militarization in cities like Los Angeles, we must speak up. We must stand with our familia. We must condemn these attacks, and we must be ready to act. That means calling our senators, reaching out to every member of congress demanding they defend our communities, and push back against these dangerous, dehumanizing policies. Even without a current congressional representative, we must demand that they protect our communities and push back against this dangerous wave of authoritarianism.

These proclamations are important, but they are empty without action. That's why I'm

proud to say that in Tolleson, we do more than issue words. We lead. This year, Tolleson became the first city in Arizona to join the Greater Phoenix Equality Chamber of Commerce, reaffirming our commitment to LGBTQIA+ inclusion and economic opportunity. We also made history within our own organization, elevating two women of color to serve as deputy city manager, meaning that all three of our top leadership roles, city manager and both deputies, are now held by people of color. That is what real equity looks like. We've passed inclusive, nondiscrimination ordinances, we've launched DEI initiatives that are rooted in action, not just intention, we partner with organizations that reflect the people we serve, and we continue to show up boldly, unapologetically, and with purpose. I am proud to say that in Tolleson, we don't just issue proclamations. We lead. So tonight, we just don't proclaim Pride Month and Juneteenth. We recommit to the work ahead. We stand with our black, Latino, and LGBTQIA+ communities, we proclaim with pride, we celebrate with joy, and we lead with courage. Let's keep showing the world what Tolleson stands for. Thank you. Happy Pride, and may freedom ring this Juneteenth.

MAYOR RODRIGUEZ: Thank you, Vice Mayor.

And with that, I, Mayor Juan Rodriguez, do hereby proclaim June 2025th [sic] as LGBTQIA+ Pride Month in the City of Tolleson. Be it proclaimed.

All right. We are going to move onto item G, business from the floor. First thing we have is a public hearing, soliciting comments from interested parties in reference to adopting the property tax levy for fiscal year 2026. This is for discussion only.

Resolution Number 2604 regarding the property tax levy will go before Council for consideration at the meeting scheduled on Tuesday, June 24th, 2025th, Finance Department. I will now open up this public hearing and turn this over to our Chief Financial Officer Artz.

ARTZ: Good evening, Mayor and Council.

ALL: Good evening.

ARTZ: We are here at the final step of the budget process for this fiscal year, so we do -- the state's (indiscernible) law requires that public hearings on property tax levy and on a

budget (indiscernible) and then go into to a special meeting to adopt the final budget. So just real quick, as far as our budget is concerned, our total budget is \$233,685,526. That has not changed since the tentative budget that you adopted at the previous meeting. The property tax levy is going down very slightly this year over last year, going from 2.6796 to 2.6760, and then you can also see a little bit of the history there going back to 2021 when the rate was at \$3.52. So it has gone down almost 85, 90 cents since 2021 for the property tax rate. And as the mayor mentioned, that resolution will come back to you at the next meeting for the property tax levy. So staff is available if Council or the public has any questions.

MAYOR RODRIGUEZ: Well, I'll turn it over to Council for questions at this time.

Any questions or comments?

Yes, Councilmember Erives?

ERIVES: I have a question. Just play with this question. So I want to know my individual property taxes, so -- or Joe Public, right? Joe Public wants to know. Well, they said at the last council meeting that taxes have gone down, but I don't really feel it. How would I know that? What would a -- how could a person go through -- I don't know -- a website, maybe, to see how their individual property taxes have gone down? Is there a way for the public to notice that?

ARTZ: Mayor and Councilmember Erives, there are a couple of components to your property tax, one being the property tax rate. That's what the city can control. And so ours is going down very slightly, but there are other jurisdictions that have property tax rates, and so the school districts and others that the city doesn't control, so their rates may be going up. The second component of it is your property tax valuation. So the county sets the property tax valuation for each home. So your valuation may go up, and even though our tax rate goes down, in total, you may be paying more. So if individuals have a question on that, I'd be happy to speak with them individually, could kind of walk them through that, but they would have to go to the county website to see what their tax valuation is, and then they would have to look up the tax rates for each of the jurisdictions to determine if they're going up or down. So we control the rate, that's

going down slightly, but in all likelihood, individual's total tax probably will see an increase with the valuation going up and depending on what other jurisdictions are doing.

ERIVES: So people would go to the Maricopa County --

ARTZ: They could go to the Assessor's --

ERIVES: Assessor's.

ARTZ: -- website and get their tax valuation --

ERIVES: Right.

ARTZ: -- and whether it's gone up or not for this year, and then they could look at all of the jurisdictions to determine --

ERIVES: Okay.

ARTZ: -- what their rates are.

ERIVES: That'd be good information to see, oh, the school bonds and the overrides and how much of that's increasing to theirs as well.

MAYOR RODRIGUEZ: They do send out a half sheet every year, also, to every resident that has all the --

ARTZ: That has the assessed valuation on it.

MAYOR RODRIGUEZ: Yeah.

ARTZ: That probably doesn't have the new rates yet in there, but as soon as the county gets a collection of all the jurisdictions' rates, then they would be able to determine what the total tax bill will be for the next year.

MAYOR RODRIGUEZ: You had me at it's going down for our city --

ERIVES: Right.

MAYOR RODRIGUEZ: -- so --

ERIVES: Right. I like that as well.

MAYOR RODRIGUEZ: Yeah.

ERIVES: But I would also like some -- how do I prove that? How do I show that? And I appreciate that if I go to the county website, there will be some -- and then I like the information that the school bonds and the school overrides, and I remember seeing

West-MEC on there as well, so there's different -- yeah.

ARTZ: Again, I'd be happy to sit down with anyone that would like to go through it, and I could sit down and run through their tax bill with them.

MAYOR RODRIGUEZ: Anybody else on council have any comments or questions?

All right. This is a public meeting, so if anybody wants to speak on behalf of this, I'd be more than willing to grant three minutes.

Okay. Not seeing any.

City Clerk, do we have any submissions?

ZAMORA: We do not, Mayor.

MAYOR RODRIGUEZ: Okay. With that, I will close this public meeting. Thank you very much, everybody.

I'm going to move on to our next public hearing, which is soliciting comments from interested parties in reference to Resolution Number 2602, adopting the City of Tolleson annual budget for fiscal year 2026. I think I'm going to call back up the Finance Department. I will now open up this public hearing.

And our CFO Artz, take the floor.

ARTZ: Thank you, Mayor. I don't have any additional information on this. Again, our budget is the 233 million, and it has not changed from the tentative budget that was previously adopted by Council.

MAYOR RODRIGUEZ: So just for general information, this has been a conversation for over the last three months, maybe, four months.

ARTZ: Mayor, we started -- I believe our first meeting was in January, so --

MAYOR RODRIGUEZ: January, so it's been --

ARTZ: -- five months.

MAYOR RODRIGUEZ: -- a process, and this is a process that we do every year. And so the budget has not changed. Council has thrown in some new ideas and some possibilities. That exchange with the total, the 233, is still our operating budget for the incoming year --

ARTZ: Uh-huh.

MAYOR RODRIGUEZ: -- so that's very important to note. What's also important to note is that budget just doesn't happen by itself. We have a team of folks that work for CFO Artz and CFO Artz himself do a tremendous job and win many awards when it comes to finance management, and we are very honored to have you as a member of our team. And I just want to thank you, I think, behalf of the council for all the work that your team has done to get us to this point. And it's considerable because \$233 million in tools to provide good public service to our community takes a very serious concentration on managing that money, and ultimately, that's a huge responsibility. So thank you for helping us out with that.

Any comments or questions from Council?

GAMEZ: Just a fantastic job. Simple as that. Thank you.

MAYOR RODRIGUEZ: Okay. Not hearing any other?

No? Okay. This is a public meeting, so anybody from the public that would like to speak?

No.

City Clerk, are we good? Any submissions?

No. Okay. Then this public hearing is also closed.

We're going to convene into special meeting. So motion to go into special meeting?

We have a motion by Vice Mayor Davis.

GAMEZ: Second.

MAYOR RODRIGUEZ: We have a second by Councilmember Gamez. All those in favor of going into a special meeting, please signify by saying aye.

ALL: Aye.

MAYOR RODRIGUEZ: All those opposed?

Not hearing any. Motion passes unanimously.

We're going to move onto item number 2, which is to adopt or deny Resolution Number 2602 with the mayor and council of the City of Tolleson, Arizona, adopting the final budget and establishing an expenditure limitation for the City of Tolleson for fiscal year 2026. The total amount of budgeted expenditure is \$233,685,526.

So I will turn it over to the finance director if there's any other comments at this time?

ARTZ: I have no additional information.

MAYOR RODRIGUEZ: Yeah. I think you've done a tremendous job. And this budget has to be adopted before July, so that's what's here today. And I look forward to us being able to do that. So I will entertain a motion.

GAMEZ: Mayor, I'd like to readopt -- I make a motion to adopt the Resolution Number 2602.

MAYOR RODRIGUEZ: Okay. We have a motion by Councilmember Gamez.

I saw your hand, Vice Mayor Jimmy.

I have a second by Vice Mayor Jimmy. All those in favor of adopting our budget for the 2026 cycle, please signify by saying aye.

ALL: Aye.

ZAMORA: I was going to conduct a roll call vote.

MAYOR RODRIGUEZ: Oh, it's a roll call vote. Okay. So you know what, Crystal? I'll let you lead that.

ZAMORA: Yeah. Okay. Mayor Rodriguez?

MAYOR RODRIGUEZ: Aye.

ZAMORA: Vice Mayor Davis?

DAVIS: Aye.

ZAMORA: Councilmember Chavira?

CHAVIRA: Aye.

ZAMORA: Councilmember Erives?

ERIVES: Aye.

ZAMORA: Councilmember Gamez?

GAMEZ: Aye.

ZAMORA: Councilmember Laborin?

Councilmember Mendoza?

There you go.

MAYOR RODRIGUEZ: All right. Motion passes unanimously. Thank you very much.

Again, thank you, CFO Artz.

So we will reconvene into a regular meeting. Not sure I need the gavel out, but I did, so here we are. We're going to move onto item J, which is consent agenda action items. I see items I [sic] through 7. If you have had an opportunity to review them or you have any questions for any item, now is the time to do it. If you do not, now is the time to make a motion to approve all seven items in one shot.

GAMEZ: Mayor, I make a motion to --

MAYOR RODRIGUEZ: We have a motion.

Vice Mayor?

DAVIS: Motion to approve the consent agenda items number 1 through 7.

MAYOR RODRIGUEZ: We have a second by Councilmember Gamez. All those in favor please signify by saying aye.

ALL: Aye.

MAYOR RODRIGUEZ: All those opposed?

Okay. Motion passes unanimously.

We're doing great. (Spanish spoken). Okay. Item K, regular agenda action items, adopt or deny Resolution Number 2603 of the mayor and council of the City of Tolleson, Arizona, adopting a Public Safety Personnel Retirement System Pension Funding Policy to clearly communicate the council's pension funding objectives, its commitment to its employees, and the sound financial management of the city, and to comply with A.R.S. special series 38-863.01.

Who can I call up here? I know. CFO Artz, come on up.

[LAUGHTER]

MAYOR RODRIGUEZ: You're very popular tonight.

GAMEZ: He's the money man.

ARTZ: Thank you, Mayor. So yes, before you tonight is the Pension Funding Policy. Arizona Revised Statute requires that this be presented to Council -- if I can get this to move. So Arizona Revised Statute requires that the governing body shall adopt this policy annually. The funding policy needs to include how to maintain stability of the

contributions, how and when the funding requirements will be met, and to define the funded target ratio, and then the governing body also has to formally accept the trust share of assets, liabilities based on the actuarial report.

So the actuarial valuation for the two different trust funds that we have, the first one being the police fund, we've got \$20.7 million of assets, \$21.3 million of liabilities. So we have an unfunded liability still of \$500,000, but the funding ratio for the police department is 97.5 percent funded. On the fire side, we have 23.6 million in assets, 25.7 million in liability. So we have an unfunded liability in fire of \$2.1 million, and the fire trust fund is 91.8 percent funded. So when you look at the combined totals, our funded ratio is 94.4 percent for both funds.

Just looking back over the last six years, going back to 2019, you can see in the police department, we were 80 percent funded, so in six years, we've gone from 80 percent funded to 97.5 percent funded. On the fire side, we're at 85.8 percent funded, and we're up to 91.8. So again, making progress towards getting that 100 percent funded for both of our trust funds.

So the key takeaways, the required annual payments that we make to the trust funds are coming from our operating accounts, and they've been included in the budget that you just approved. The target date to be 100 percent funded is 2036. The city has paid an additional \$2 million in this current fiscal year, so we sent that payment two weeks ago to the PSPRS fund. So those numbers that I just showed you did not include that additional \$2 million payment. 2 million in total, and we broke it down between the liability, so 80 percent of it went to fire, 20 percent went to police to try to get them both closer to the 100 percent funded. The unfunded liabilities decreased by almost \$3 million in the past six years. Again, the funded ratio has improved on both funds, and the adoption of the resolution tonight satisfies the requirements of Arizona Revised Statute. And staff is available if Council has any questions on our retirement funds.

MAYOR RODRIGUEZ: I think I have a mathematical question. So really, what we're out is probably about \$3 million from 100 percent?

ARTZ: Mayor, yes. So the total liability was \$2.6 million, but that's as of June '24, so

almost a year ago. So with the additional payments that we've made and our annual contributions, at this time next year, I'm hopeful that we'll be very close to being 100 percent funded for both.

MAYOR RODRIGUEZ: I think that's awesome.

GAMEZ: It is awesome, yeah.

MAYOR RODRIGUEZ: Yeah. And so we're doing good on behalf of our public safety. We want to make sure that their pension is secured. I mean, they put their lives on the line day in and day out, so that's the least that we can do as a city. And I think it's a fiscally-responsible thing to do, also. We have extra revenue, we see a big ole gap that needs to be filled, and we have taken responsibility over the years to make sure that we contribute a little bit more. Unfortunately, other cities haven't, and their reality when it comes to their unfunded liability is very different than ours. But again, we're here to manage the funds for Tolleson, and I think that's a very responsible thing that we've done. And so I'd like to commend Council and Artz and management for their vision to get us where we're at right now. But I look forward to be 100 percent paid on both of those fairly soon, hopefully by next year.

So with that, is there any other questions or comments?

GAMEZ: I was going to ask in terms of how we rate with other cities, but I think I know the answer to that.

ARTZ: Mayor, Councilmember Gamez, we are very favorable when you can compare us to other trust funds for other cities and districts. You know, some other communities might be 100 percent funded, but they may have issued bonds to get 100 percent funded, so they just swapped one debt for another. That's one of the nice things here in Tolleson, is that we did not have to issue any debt to get our funds to be almost 100 percent funded.

MAYOR RODRIGUEZ: That is awesome.

Other questions or comments?

DAVIS: I --

MAYOR RODRIGUEZ: Jimmy?

DAVIS: I just think it shows our commitment to our police and firemen in ensuring that they're taken care of after all they do for service. I mean, I guess in Tolleson, we pay our bills instead of moving them around, so --

MAYOR RODRIGUEZ: Yeah. There's other cities that have passed initiatives just so that they can bond to pay their unfunded liability. And that's very true. You're selling bonds to pay for the unfunded liability, but now you've got to pay your bonds, and so that's also another payment type. But really, I think we've done a tremendous job as a governing board and as an organization over the years.

So the policy is going to be to continue as we are, Chief?

ARTZ: Yes.

MAYOR RODRIGUEZ: Okay. Well, with that, any other questions or comments?

CHAVIRA: Me.

MAYOR RODRIGUEZ: Yes --

CHAVIRA: I'm the new kid on the block, so --

MAYOR RODRIGUEZ: -- Councilmember Chavira?

CHAVIRA: Thank you.

So everything is new to me, and I'm seeing everything with a fresh set of eyes, as it were. And I just want to compliment you on the great work that you do because this is amazing. We're a small city, but we have big city issues, and it's pretty amazing how well run it is and that we do value people in this organization. And it's not just talk, as the Vice Mayor said. It's actually put into action. And so thank you for all of your hard work.

And to all of you.

MAYOR RODRIGUEZ: So with that, not seeing any other comments, I will entertain a motion.

Councilmember Chavira?

CHAVIRA: Said it.

MAYOR RODRIGUEZ: I'm going to get a second.

Councilmember Laborin, can I get a second from you?

Okay. We have a first, Councilmember Chavira, and we have a second from Councilmember Laborin. All those in favor of approving our policy, please signify by saying aye.

ALL: Aye.

MAYOR RODRIGUEZ: All those opposed?

Not hearing any. Motion passes unanimously.

Thank you. I think that's the last one for tonight.

[LAUGHTER]

MAYOR RODRIGUEZ: One more? Okay.

All right. Let's move onto item number 2, which current and future strategies for homeless outreach, intervention, and prevention.

CAP Manager Simon [sic], you have the floor.

SIMMONS: Simmons.

MAYOR RODRIGUEZ: Simmons? Simmons, Simon?

ZAMORA: Simmons.

MAYOR RODRIGUEZ: Simmons? Okay.

SIMMONS: Good evening, Mayor, members of council. My name is Mark Simmons, and I'm here this evening to present to you a request to support a partnership between Maricopa County and the City of Tolleson. The government partnership, again, we got Maricopa County, IGA between the City of Tolleson and Maricopa County, and to address homeless outreach and engagement. This particular program, the objective of the Hand In Hand Street Outreach Program is to increase service connection and resolve the underlying issues contributing to homelessness for people in unincorporated areas of Maricopa County and targeted areas in and around communities such as Tolleson. The program's comprehensive approach helps address the root cause homelessness, including access to housing, mental and physical health issues, substance abuse -- substance use, rather, and financial stability. The program's primary focus is focusing on the immediate assistance to people experiencing homelessness with the goal of helping them achieve stable housing and a better quality of life. I am requesting authorization

to enter into a 250,000 intergovernmental agreement with Maricopa County to leverage an additional \$1.9 million committed by Maricopa County. The budget is all inclusive for the costs of outreach workers, case management services, and transportation for outreach workers and clients.

The overview, with what we're considering today, this program will address the increased number of unhoused in the City of Tolleson, the transient population, housing instability, and substance abuse. If those four items look familiar, that partnership, if we choose to go that direction, helps to address the following council priorities on the transient population. Let me remind you, from those priorities, Tolleson understands that the transient population, as well as those suffering from substance abuse, require a comprehensive network of services to address unique challenges faced by those in transition and/or in recovery. Efforts to understand and support these needs require a collaboration with organizations that provide housing support, social services, and interventions in concert with city services to address the complexities of housing and civility and substance abuse.

The investment provides pooled services, outreach and engagement, and leveraged funding. An investment of \$25 [sic] buys access to pooled services such as homeless outreach and engagement, mental and physical health services, case management, transportation, addressing substance use, and the accessibility of flexible funds. What does that mean by flexible funds? Well, there's two subsets of flexible funding that Maricopa County would provide within this agreement. The first set would be housing of short-term stays, so they would provide housing for those who are unhoused. It could be hotels, any kind of short stays during that time, which would be paid for by Maricopa County. And secondly, there's the use of additional funds which can be used for rent, can be used for transportation, car repairs -- it's numerous. So whatever we can think of to address these individuals who are unhoused, and they have not been able to obtain those funds to take care of any of numerous things, Maricopa County would be able to take care of that at that time.

The request, again, is an authorization to enter into \$25,000 intergovernmental

agreement with Maricopa County in support of the Hand In Hand Street Outreach Program.

Thank you for allowing me to present this evening, and I will --

MAYOR RODRIGUEZ: Well, you're not done.

SIMMONS: -- now entertain any questions.

MAYOR RODRIGUEZ: There's going to be some questions. But the first question I got to knock out is, did we budget the \$25,000 for this in our operating budget for next year?

SIMMONS: Mayor Rodriguez, yes. So \$50,000 has been approved for a program similar to this. But what we're looking at is utilizing a portion of that for this program, and then once we get this program running, there may be other areas that we can also support as well. So we do have that additional funding that could be used at that time, the other 25,000, to support other needs --

MAYOR RODRIGUEZ: Excellent.

SIMMONS: -- of the homeless population.

MAYOR RODRIGUEZ: All right. I saw some hands up. Let's start with Councilmember Chavira.

CHAVIRA: Thank you.

Thank you so much for your presentation. So just to be clear, we're investing \$25,000 of our budget, but in return, Maricopa County is going to provide us with 1.5 million in funding? Is that what I heard?

MAYOR RODRIGUEZ: 1.9.

SIMMONS: Mayor Rodriguez --

CHAVIRA: 1.9?

SIMMONS: -- Councilmember --

CHAVIRA: That's even better.

SIMMONS: -- Chavira, yes. So it's a \$25,000 investment to leverage \$1.9 million of services. Now, that breakdown, which I did not go over before -- so that breakdown, what that entails is that Maricopa County would commit roughly around \$900,000 in general funds. The cost of the partnerships, which are between CBI, Community

Bridges, and Phoenix Rescue Mission, would be about \$965,000, but that includes the nearly \$300,000 for personnel. So our \$25 [sic] simply pays for personnel. It does not affect the services we get or the funds we may request at any time for someone who's homeless.

CHAVIRA: And will we be providing those services through our offices, or will people have to be referred to Maricopa County?

SIMMONS: No. Mayor Rodriguez, Councilmember Chavira, the services will be housed out of our police department. They will have an outreach worker. We have proposed three days a week, 8 to 5, and they will be generally just submitting those services. If we find someone within our Senior Center or community services, we can then refer them to that individual, which then, depending on the services that are needed, he or she could provide those services for that individual.

DAVIS: Oh, boy. Okay. So there's going to be a dedicated person at the police department, is what you're telling me? Are they going to be doing street outreach, or are they just going to be locked up in an office all week?

SIMMONS: Mayor Rodriguez, Vice Mayor Davis, no. They'll have a place at the police office, but the goal is that they will be committing -- they'd be submitting to outreach throughout all of Tolleson, and then just whatever the police department or any of our community members may have seen or they would like to be addressed, that individual would take care of that at that time. He or she simply just has a space there at the police department.

DAVIS: So they will be going out into the community --

SIMMONS: Correct.

DAVIS: -- and -- okay, okay.

SIMMONS: Yes.

DAVIS: So I'm hearing short-term stays, but are they going to be trying to get them into some type of transitional housing program or some type of -- like a Housing First model?

SIMMONS: Absolutely not. So what I mean by short-term stay, so for an example, a family, single mother of five children, they've been evicted, so the goal is to at least get

them off the streets into a safe space. That could be anywhere from -- I believe with Maricopa County, it could be up to ten days, but during that time frame, they're trying to look at the services that are needed for that family, best represents the needs of that family. So that's the purpose of the short stays and the hotels.

DAVIS: So they will continue to provide case management throughout that stay --

SIMMONS: Right.

DAVIS: -- to ensure --

SIMMONS: Once --

DAVIS: -- that they get into some type of other program?

SIMMONS: Excuse me. Mayor Rodriguez, Vice Mayor Davis, once they have been engaged by Maricopa County, services then continue at that point. Whether they find other services, whether they find housing, anything of that nature, they will continue to manage that family and any of the services that they need at that time.

DAVIS: And then I'm also hearing that there's some preventative services like rental assistance, and I heard you say car repairs and other services like that to prevent somebody or a family, for instance, from becoming homeless?

SIMMONS: Yes. Mayor Rodriguez, Vice Mayor Davis, yes. Those preventative services are there. The list I gave tonight is very minimal because they are very open to ensuring that whatever the issue is that may have initiated the homeless, whether it's individuals passing through, car breaks down, they can't afford it, they're willing to take care of those things as well. So anything that we can do to address that and also move that along, we will be open to doing that as well.

DAVIS: All right. So sorry. I have 100 questions.

MAYOR RODRIGUEZ: That's okay. And just so you know, Manager Simmons, you don't have to say, Mayor Rodriguez, every time. You can go directly back to the council.

SIMMONS: Thank you.

DAVIS: Yeah. That is a mouthful. Sorry. And then you want to have a long last name, too.

So I'm assuming this would be the first tier of approach, right? So if PD were to

encounter somebody, then the social worker -- or are they a social worker?

SIMMONS: They are a combination of social workers, case workers, behavioral health. All these individuals, this is what they do for a living, yes.

DAVIS: That answers that question. But yes. Oh, sorry. You're at the -- you're in the -- I guess we didn't want to hear from PD today.

MENDOZA: So Mayor and Council, just back to the point of them being housed at PD, obviously, when people are observing someone who's experienced homelessness, they typically call the police department. So it's just a natural landing spot for them to be there. We feel like the information sharing will be better if they're housed at PD, so an officer would be coming and obviously the person from Maricopa County from the Hand In Hand Program, and we'd be able to say, hey, we talked to this person in this location, this is where we last saw him, this is their information. We look to tie them into our messaging platform called Evertel. That way, they can then take that information, then go back out onto the road and contact this person.

And then the second question?

DAVIS: Now I forgot what my second question was. I think my questions were answered, honestly.

MENDOZA: Okay.

DAVIS: Thank you.

MENDOZA: Okay. Perfect.

DAVIS: Thank you.

MAYOR RODRIGUEZ: Councilmember Gamez?

GAMEZ: Mr. Mayor, thank you.

Do you guys deal with CASS? It's an organization that houses homeless people in Phoenix. We used to contract with them years ago, the city and them. I don't know if they're still in existence or not. That would be an opportunity for us to get them to work with us. And I'll have more to ask. Go ahead. Answer the question, then we got some more.

SIMMONS: All right. Councilmember Gamez, right now, we do not contract services out

with CASS. It's more so on a referral basis. For right now, the reason we're considering this particular agreement is because CASS does not offer outreach or homeless outreach. CASS is considered what's call a coordinated entry location, so it's a coordinated entry throughout Arizona. These are specific places that individuals can either call the 211 system, and they can be guided to various locations that provide specific services for these individual needs, right? And CASS is one of those. You can go onto the property itself and register, but they do not provide the outreach services. I definitely would like to reentertain that contract or that partnership again if we could. We just need to finalize or try to look at how that could benefit both us and CASS as well.

GAMEZ: The reason why I'm bringing that up is because at one time, years ago, again, we used to open up donations from our community. We used to call it the share program, and that was a rip-off for a program that SRP used to have, people who give money, who will donate money, and we'd use that money to pay the water bill for people who needed help with their water bills in Tolleson. And it was a share program because that money would go back. They paid SRP. So it was great. It was nonprofit; they would get a tax write-off. The way I'm looking at it is if we had that agreement with CASS and we get people to donate, companies to donate, they get a write-off, we get those dollars, and we use it locally, and if we can get an agreement with CASS, then we have money to fund that. But it's all donated funds. I think there are people in this community that would give that money on a monthly basis just to help out, and they're getting a write-off. But that's something to maybe look at, and that's something that maybe would benefit us and to supplement the \$25,000 that we're using for that. And people would be, I would think, happy to do that if we just market it correctly, and everybody wins. Just something to think about.

MAYOR RODRIGUEZ: Yeah. I think that's a great idea, but we're here for this action item here, so we got to stay on task. But that's a good idea for us to explore moving forward. It's good that we got \$25,000 that will open it up to other opportunities. But it could be either this or it could be establishing donation possibilities, but they're all good

ideas. I just think this is a pretty good comprehensive approach to what we're doing. And our deficiencies will show themselves. We'll do this, and we'll see what we're not doing or what we could be doing better. We have \$25,000 in the kitty to work on that, and we have resources already. Maybe we could get with Maricopa County or CASS or another nonprofit. How do we fill that void and continue to meet the gap?

Vice Mayor?

DAVIS: Does this agreement come with any guaranteed beds, any guaranteed shelter beds?

SIMMONS: Vice Mayor Davis, it does not come with guaranteed beds. Once these individuals -- once they're able to obtain housing or find housing for these individuals, that is all handled through Maricopa County.

DAVIS: All right. This is the last comment, I guess, I will say. I think this is a good first step. I really do. I still don't like these ordinances that we're about to look at, but I do think this is a very good first step. So thank you for taking the time to work this out. Thank you to the Human Services Department in general and PD. I do appreciate what you guys do. I really do. I just worked -- I worked with the unhoused population, unhoused families in particular, for a great deal of my 20s, and so it's a very important issue to me. And so I want to make sure that we are remembering -- as I talked about earlier, we need to remember that these are human beings, and we need to treat them with dignity and respect at all times. And I think sometimes we dehumanize people who are homeless, and you know, a lot of people are a paycheck away or one bad thing happening in their life from being homeless. I learned that very early on when I worked in the shelter because a lot of the people that I would see living in that shelter program were just like me, were just like me. I'd seen a lot of myself and my family's situation in those people. So we always have to remember these are human beings that we are dealing with. Always handle with care and love, and that's all I have to say about that.

SIMMONS: Thank you, Vice Mayor Davis.

MAYOR RODRIGUEZ: Councilmember Chavira?

CHAVIRA: This data, will we be keeping our own data, or will we be relying on Maricopa

County to keep data? Because that will help us decide for the future, right -- how many are single individuals, how many were families, what were the circumstances -- so that we can do a better job next year in coming up with other funding or other partners that are going to help us. But we want to make sure that we're helping the right people, too, or the people that are here. So if we make sure we're having -- we keep some data so that we have that information going forward.

SIMMONS: Councilmember Chavira, yes. So they will have -- part of this agreement will include analytics, so monthly analytics, the intergovernmental agreement states those datapoints that we will follow. It will be something that we will obtain the information monthly on, as well as we will meet with them to -- as we look at the data, we can then address it real time, right? We can make those adjustments and kind of see, are these datapoints worth monitoring, or is there other things that we can look at based upon what's occurring in the community? So those things will be available.

You're welcome.

MAYOR RODRIGUEZ: That's a really nice cup, by the way. Just thought I'd point that out.

CHAVIRA: I purchased it from a Tolleson resident --

MAYOR RODRIGUEZ: Very nice.

CHAVIRA: -- from his own business. So yes, it's beautiful. He did a great job.

DAVIS: I lied, I lied.

MAYOR RODRIGUEZ: Vice Mayor?

DAVIS: She made me think of something. That data is going to be specifically Tolleson proper data that we'll get, right, not -- because this is a region we're talking about, so how many other entities are involved in this region? Because that's \$1.9 million split up amongst a region, so how many entities are involved in that region?

SIMMONS: Thank you, Vice Mayor Davis, for that question.

DAVIS: I'm quizzing you.

SIMMONS: The communities involved, currently, right now is Apache Junction, Buckeye, El Mirage, Gilbert, Guadalupe, Goodyear, Litchfield Park, Peoria, Surprise, Tolleson,

Wittmann, Waddell, and Youngtown are all part of this pooled service of homeless initiatives.

MAYOR RODRIGUEZ: Yes, Councilwoman Erives?

ERIVES: Thank you for presentation. I have a couple questions. With regards to funding, right, we were talking about data, how to collect, and then you listed a lot of cities. And so for me, the numbers go ting-a-ling-a-ling-a-ling (ph.), as far as services for our community. This is a one-year program, if I'm understanding correctly?

SIMMONS: Councilmember Erives, yes, it is. It will be an annual agreement, annual IGA. And just based upon, as Mayor Rodriguez mentioned, kind of our first steps to what are we doing, what does it look like, and with the annual agreement, we can make those adjustments over time as to the services that Tolleson will need.

ERIVES: Has the program been used before with other cities? Like, let's say Apache Junction that you mentioned. Has Apache Junction done this last year and has data to show that it's been effective?

SIMMONS: Councilmember Erives, thank you for that question. Yes. So the other cities that I have mentioned are currently part of this program. I do not have data readily available today, but if that is a request of yourself, I'm sure I can get that data for you and provide it at another time.

ERIVES: Another follow-up. With regards to funding, our investment is 25,000, and then there's 1.9 amongst all those other cities, correct? And then you had mentioned, like, a 965,000 for just Tolleson. So I guess my bigger question is, would we ever be told, sorry, Tolleson, you've used all of your Tolleson dollars, and it's February so sorry, no more for this next year, you've tapped out, and then our community is not being served?

SIMMONS: Councilmember Erives, thank you for that question. No, it's not based upon the city. So I can readdress -- or I will readdress your question. So the 900,000 and the 965,000 is just kind of an overview of where that 1.9 is going to. All of the cities, everyone comes in at a different budgeted amount. So Peoria, I believe their investment was 75,000.

ERIVES: Oh, okay.

SIMMONS: El Mirage, I believe 15 to 20,000. So it's not based upon what Tolleson has used, this amount of service, and it's just pooled services --

ERIVES: Okay.

SIMMONS: -- and they just utilize those all together and just use it as we continue to kind of see what the city needs or what Tolleson needs in itself. It's general funds, so we are at least guaranteed for that annual period that funds will be available for those services. And you have your general funds, and then you have the flexible spending or flexible funds that I mentioned later on in the --

ERIVES: Right, right.

SIMMONS: -- presentation that's available as well.

MAYOR RODRIGUEZ: And depending on the --

ERIVES: Flexible funding --

MAYOR RODRIGUEZ: -- need for that --

ERIVES: -- yes, I saw that.

MAYOR RODRIGUEZ: -- we could revisit the amount of money --

ERIVES: Right, right, right.

MAYOR RODRIGUEZ: -- that we allocate. So there's always opportunities to do that too down the road.

Vice Mayor?

DAVIS: Once this gets going, I'd really like to do some type of like ride along or see, you know, how it's working out in the field and kind of go out with that, so --

SIMMONS: Thank you, Vice Mayor Davis, for that response.

MAYOR RODRIGUEZ: Yeah. Any other comments, questions?

Yes, Chief?

MENDOZA: Mayor, one other key component of this agreement provides that we would still be able to have access to the services on the days when the person is not housed at the police department. So we could still reach out to them, so it's not just three days and we don't have those services available on the other two days and on weekends. We

will always have those services available. They just may not be starting within our community at that very moment.

MAYOR RODRIGUEZ: Well, I think it's a great program. You know, it's very similar to a program that we use at my other job, and you know, you have a case management, in our case, park rangers, sometimes police department, depending on the situation, and then of course you have the field departments to go in there and help clean up some of the messes that's left behind. And you know, there's times where the people don't want to get served, they don't want to go to a shelter, they don't want to go to a hotel, and so you know, that's where other folks get involved. But I think we're providing a program that's going to give a gamut of opportunities for those folks who may be experiencing homelessness in Tolleson to get them on the right feet, and I think that's where we need to start. You know, some of the other stuff that we have in my other organization is more punitive in nature, it's more public safety in nature, but you know, you have folks out there that have warrants in other states. They're here for a reason, you know, and have serious crimes that you have to look after. So you know, but I think this is a great place to start given the size of our city, and honestly, the population that we're experiencing in homelessness right now, I'm just glad that we're getting something started. And that way, if this continues to grow or the needs change, there's flexibility in it, too. I really like that part of it because we don't know what the needs of tomorrow are going to be, you know? And so as those needs grow or they diminish, we can do the same with the program, increase it, keep it as it is, and create the best solution for Tolleson possible.

So other comments or questions?

Okay. I don't see any. So I guess I have to entertain a motion, don't I?

ERIVES: Motion to approve.

MAYOR RODRIGUEZ: All right. We have a motion by Councilmember Erives.

ZAMORA: This was just a presentation item, the action item is the ordinance if you could please read the ordinance language? The IGA will come before Council at a later date with the resolution with Maricopa County.

MAYOR RODRIGUEZ: Okay. Well, that fixed that.

All right. Thank you very much, Mr. Simmons, for your presentation. That was awesome.

SIMMONS: Thank you, Mayor.

Thank you, members of council.

MAYOR RODRIGUEZ: Okay. So --

ERIVES: Thank you.

MAYOR RODRIGUEZ: So now we have the two ordinances adopted tonight, Ordinance Number 616, new series of mayor and city council of the City of Tolleson, Arizona, prohibiting camping in designated public areas and providing penalties for violation, providing for repeal of conflicting ordinances, and providing for severability. Does anybody have any comments on this item?

Yes?

DAVIS: I still don't like these ordinances, so I'm not -- I just feel that penalizing poverty is just not something that we should be doing in the City of Tolleson. I went on and on about this the last time that they were before us. You know, I'm glad that we at least now have a plan with a buffer in place, but I just feel that this is just not -- this isn't very Tolleson, you know? Penalizing somebody for being homeless just feels like -- it just doesn't feel right to me.

MAYOR RODRIGUEZ: Yeah. I don't think that's what these ordinances are designed to do. I think it's designed to give city staff all possibilities to react to the situation on the ground. And so we have a difference of opinion, and that's fine. The reality in the field will tell us down the road if we're dealing with bigger issues. Maybe we have to go back and readdress these, but really, you have multiple options. One is make a motion to deny, make a motion to approve, or make a motion to table, and that's what it comes down to. I'm okay with what we have going on right now with the city. I'd be okay with tabling this. And if there is ever a need, and we've got all kinds of grocery carts and people are sleeping everywhere and hiding everywhere behind buildings or taking over ramadas at our park that our community members can't use because now they're

sleeping on the bench, maybe we revisit that. I'm open to whatever, but I think we have a good start, and these ordinances really are -- this is a more punitive approach. We have a soft, a lot much better white-glove kind of approach for those that really do want help, but for those that don't -- and believe me, they're out there -- we have something that's a little more punitive in nature.

Yes, Councilwoman?

CHAVIRA: I mean, I, too, spent 30 years in public housing and worked very closely with the homeless. And there have to be rules. And I understand that it may seem harsh, but I do truly believe that in this situation, Tolleson has heart. We're not just saying, you can't just set up your tent along Van Buren or 91st Avenue or anywhere else and create or have the ability to create alternative housing. We have just entered into -- or we will be entering into an agreement where we try to do something to help the homeless because I don't want people to be out there either. That's not what we want in Tolleson. But we do want to have a clean and safe place for residents to live and work, and so that's important as well. And so I think the resolutions are important, I am a proponent of the resolutions, and I know that the police department and the staff and us as people, we're not going to persecute someone who's homeless. That's not who we are. And I'm not thinking of this as a tool by which we would do that. It's simply a tool to make sure that we also have the responsibility to have a clean, healthy environment, that our children can walk to school, that I can walk for exercise, and that someone who may be homeless, we have help for them, and they'll have an alternative. And we can call, and we can get them some help. But taking up and pitching a tent, that's not the answer to the problem either. So I think it's the right direction to have this ordinance and then, you know, have programs available to help. That's what we want to do.

MAYOR RODRIGUEZ: And the hope is that we never use the ordinances. And quite honestly, none of these --

CHAVIRA: Right.

MAYOR RODRIGUEZ: -- are felonies, so they're not designed --

CHAVIRA: Absolutely.

MAYOR RODRIGUEZ: -- to be, you know, we're going to lock this person up. It's not a got-you policy. Other cities are adopting those. I read this today; there's a city where if you're offered help three times and you refuse it, you get arrested. And that's a city here in Arizona. That's not what we're going to do here, I think, ever. But the reality is we want to give our staff the full gamut of options to address whatever the situation is, and I think we did a great step or we're going to do a great step at our next meeting, and these ordinances are for those that are outliers. I mean, I'll be completely honest with you. There's going to be some folks, they're going to be down at the ramada at the park -- because this is what I've -- this is my experience -- and you ask them to move because somebody wants to throw a birthday party, no, I was already here. Sir, you're laying on top of the table. This is not a bed. I don't care. Kick me off. And you know, now we have residents that want to have a confrontation with this person. No, we can't have that. We should have rules that prohibit that, also.

Yes, Councilmember?

GAMEZ: Yes, Mr. Mayor. I 100 percent agree with Councilwoman Chavira. We need to have the rules by which to go by, but my confidence 100 percent behind how these people would be treated by the kind of police officers that we have. We have a police department that are firm, just, and respectful. I've seen it. I saw it this morning. So they're going to treat people with dignity and respect and still take care of business. And we got to have this to fall back on in case somebody says, no, you can't do. Well, we do. But how you treat people and how you get that respect is something that takes us -- or makes what we are today as a city that cares, has a culture that's developed over many, many years, and people know that. This council knows that. Mr. Davis had mentioned that, how we do care, and I believe that everybody that's sitting over there, department heads, employees, feel the same way. That's why we are who we are. But we still have to have the rules by which to fall back on, but I think that will take care of business. And I can't see Chief or anybody else throwing a guy in a shopping cart, (Spanish spoken). It's not going to happen. It's not going to happen. It's going to be

with respect, and those people will probably say, well, I didn't know I was breaking the law. It's how you approach it. So I have nothing but the utmost confidence that the right thing will be done. Thank you, Mr. Mayor.

MAYOR RODRIGUEZ: I honestly believe that a lot of folks think that the greatest tool that a police officer has is his badge or her badge. I happen to think it's the heart underneath it, and our police officers here in Tolleson have big hearts. And our firefighters do too. When they show up to a scene that they have to work, they show up with their heart first. They make sure the people are okay, and if there's anything that we can do as an organization to help along the way in a positive manner, we do that, first and foremost. And I know the chief's here. We keep looking at him. We know his character. But the reality is once you meet his officers, you know, you can tell that his leadership has bled down through the organization, and we have really good police officers that I have full trust in. And so that's all I'm going to say about that.

Other comments?

No?

Yes, Jimmy?

DAVIS: I just want to clarify that I also do believe that our public safety officers are amazing here in Tolleson, and my dislike of this has nothing to do with them or their character. Again, I know some people in the homeless services arena who are on the ground, and these types of ordinances in their cities have caused trouble for them and it's made their jobs more difficult. So that will be my final statement.

MAYOR RODRIGUEZ: Okay. Can I make a motion, City Attorney?

WINGO: You may.

MAYOR RODRIGUEZ: I may. Okay. Well, I'd like to make a motion to approve. There's actually two ordinances. We have a second with the --

Councilwoman Chavira, do we have to take them individually?

Yeah? Okay. Well, then, this is for the adoption of Ordinance Number 616, new series of the mayor and city council of the City of Tolleson, Arizona, prohibiting camping in designated public areas and providing penalties for violations, providing for repeal of

conflicting ordinances, and providing for severability. We have a first; we have a second. So all those in favor, please signify by saying aye.

CHAVIRA: Aye.

ERIVES: Aye.

GAMEZ: Aye.

LABORIN: Aye.

MENDOZA: Aye.

MAYOR RODRIGUEZ: All those opposed?

DAVIS: Nay.

MAYOR RODRIGUEZ: Okay. So just to clarify, one nay?

DAVIS: Yup.

MAYOR RODRIGUEZ: Okay. So for the record, six to one, motion passes.

Moving onto number 3, this is to adopt or deny Ordinance Number 617, new series of the mayor and city council of the City of Tolleson, Arizona, prohibiting the unauthorized removal, possession, or alteration of shopping carts, providing penalties for violations, providing for repeal of conflicting ordinances, and providing for severability. I believe this is going to be a very similar conversation. If we want to have it, we can, or I will also entertain a motion. It's up to Council.

GAMEZ: Move for approval.

MAYOR RODRIGUEZ: We got a motion to approve.

City Attorney, can I second?

Nice. I'll second.

All those in favor, please signify by saying aye.

CHAVIRA: Aye.

ERIVES: Aye.

GAMEZ: Aye.

LABORIN: Aye.

MENDOZA: Aye.

MAYOR RODRIGUEZ: All those opposed?

DAVIS: Nay.

MAYOR RODRIGUEZ: Okay. Again, this motion passes six to one.

So we move onto L, work study and presentation for discussion. You were right; we do have one more, fiscal year 2025 third quarter update.

Chief Financial Officer Artz, once again, sir, you have the floor. Next time, we're just going to move the podium to where you're at.

[LAUGHTER]

ARTZ: Thank you, Mayor.

So earlier tonight, we were looking at next year's budget, looking towards the future. This item is looking at our third quarter for the current year budget, and so I just wanted to go over this briefly and give you some background on where we're at in our current budget.

So looking at the general fund revenues, we budgeted a total of \$44.8 million in revenue. We've collected \$41.5 million through March, so March would be 75 percent of the year. So we've collected 92 percent of our budget through three quarters of our year. So revenues are looking very strong. We're coming in over budget on our revenues in the general fund.

Looking at all of our other funds, our major funds, so the public safety tax, that's funded from a sales tax that's dedicated to public safety. That's at 66.5 percent. That's one month short, so when we get that accrual in for the month, we'll be right at 75 percent in that fund, also. As you can see there, the other funds, HURF, water, sanitation, they're all at or above the 75 percent through the year. The one that is an outlier is the wastewater fund, but again, that one is a little bit different because we bill our partners based on our capital projects. And so if we haven't completed the capital projects, then we don't bill our partners. So that's why that revenue kind of lags, and that is typical. Yes?

MAYOR RODRIGUEZ: A long time ago, I had a question about HURF. Can you please explain what HURF is, and what we can use that money for?

ARTZ: Yes, Mayor. So HURF stands for the highway user revenue fund, and that is the

gas tax. So every time you purchase gasoline, you're paying 18 cents per gallon to the state for the gas tax or the highway user revenue fund. That money all goes into a pool, so depending on which county you purchase that gas on, population of the county, population of the cities, it gets distributed back out to different jurisdictions, so based on county populations throughout the state and then city populations within that county. So we get a percentage of the gas tax that's collected. So it's not by site location, so if you're purchasing in Tolleson, that that money comes to us. If you purchase it in Apache Junction, it's all getting pooled together, and then we're getting an allocation of that.

MAYOR RODRIGUEZ: How do you use it?

ARTZ: That money is restricted for street purposes, so it has to be used for street improvements, street construction; it can be used for salaries for your street staff.

MAYOR RODRIGUEZ: Awesome. Thank you for the clarification.

Vice Mayor?

DAVIS: Did you say 18 cents per gallon?

ARTZ: 18 cents per gallon, and that's just -- and then there's a federal tax of 18.5 cents per gallon. So the total tax per gallon is almost 36 cents that you're paying just in taxes.

CHAVIRA: There's this little bitty sign on the gas pump that tells you that --

ARTZ: Yup.

CHAVIRA: -- but it's really small.

MAYOR RODRIGUEZ: We need one of those things -- binoculars to read it.

Any other questions at this point?

You got it, sir.

ARTZ: So one of the items that we like to keep track of is just our sales tax collection by month, and so you can see here on the table on the left, we've collected \$32.1 million for fiscal year '25. Through March of last year, we were at \$30.1 million, so we're seeing a \$2 million increase in just our sales tax collections through the nine months. And we like to keep track of this just because if we are going to see a slowdown, typically, you're going to see it in your sales tax collections. And so if we start to see a trend in our sales

tax collections being less than the prior year, then we'd be coming back to Council and saying, okay, we're seeing this trend, we might need to start looking at the expenditure side. But we're not seeing anything like that. Revenues are continuing to come in strong and strong over the prior year.

Next, we just have all of our different orgs and departments and what the budget and expenditures are. You can kind of look through here. Most everyone's at or below 75 percent. One outlier there is Finance Department; we're at 80 percent, but we believe that we'll be below budget by year end. But everybody else is at or below the 75 percent and right on track of where we need to be.

And so in total, \$51 million budget in the general fund. We've expended \$23 million to date, so we're at 45 percent of our budget on the expenditure side. So going back, recalling there was \$41 million of revenue, \$23 million of expenditures, so we are expecting that there will be an addition to our fund balance or our savings this year because we're collecting more revenue than we're spending in the general fund. So we anticipate to see a \$15 to \$20 million increase in our fund balance.

And then again, just for the other funds, looking at all the other funds, all these funds are, again, below the 75 percent and right on track.

So key takeaways, revenues are projecting to exceed budget, expenditures are coming in under budget, and we fully anticipate that the results of operations for the year will be positive additions to our fund balance.

MAYOR RODRIGUEZ: Mr. Artz, I think that's amazing news any way you look at it.

Expenditures are down; revenue is up. It's a good place to be a Tollesonian. So thank you very much for your management of the money.

Council, any other comments or questions?

ERIVES: Thank you.

MAYOR RODRIGUEZ: No?

DAVIS: Awesome work.

MAYOR RODRIGUEZ: Thank you, sir. I promise I won't call you back up.

Okay. So with that, mayor and city manager report of current events.

Any comments?

We have the 4th of July coming up, but that's still pretty far away, I think. We'll have an update at the next council meeting for the 4th of July.

How's their summer program going?

BABCHUK: Mayor and members of the council, currently, we have 131 kids registered, and we see about an 85 to 90 kid -- yeah -- attendance rate. So we're doing really good. I think we have about 60 on the waitlist right now, so we're trying to weed it out and take on more. This is our second week of the program, so we're kind of weeding them back into now, so --

MAYOR RODRIGUEZ: That's awesome. That's excellent news.

All right. Well, I have nothing else to add.

Anything councilmembers want to, need to add at this point?

No? We're good?

All right. I will entertain a motion to adjourn.

GAMEZ: So moved.

MAYOR RODRIGUEZ: We have a motion to adjourn. We have a second by Vice Mayor.

All those in favor, please signify by saying aye.

ALL: Aye.

MAYOR RODRIGUEZ: All right. Everybody have a wonderful evening, and thanks for coming out today.

GAMEZ: Thanks for coming. Appreciate it.

APPROVED:

JUAN F. RODRIGUEZ, MAYOR

ATTEST:

CRYSTAL ZAMORA, CITY CLERK

CERTIFICATION

I HEREBY CERTIFY THAT THE FOREGOING MINUTES ARE A TRUE AND CORRECT COPY OF THE MINUTES OF THE REGULAR MEETING OF THE COUNCIL OF THE CITY OF TOLLESON, ARIZONA, HELD ON JUNE 10, 2025. I FURTHER CERTIFY THAT THE MEETING WAS DULY CALLED AND HELD, AND THAT A QUORUM WAS PRESENT.

CRYSTAL ZAMORA, CITY CLERK



CITY COUNCIL REPORT

SUBJECT: Claims and Bills Report for the period of June 4, 2025 to June 17, 2025

MEETING DATE: June 24, 2025

TO: Mayor and Council

FROM: Kevin Artz, Chief Financial Officer

REVIEWED: Reyes Medrano Jr., City Manager

PURPOSE:

The Finance Department is requesting the approval of Claims and Bills Report for the period of June 4, 2025 to June 17, 2025.

BACKGROUND:

Each Council Meeting, the Finance Department shall prepare a list of all claims paid by the City. The list shall be reviewed and approved when required by the Council, and a copy of it shall be included in the minutes.

DISCUSSION:

The Claims and Bills Report includes vendor payments of \$10,000 or more for the period noted above.

BUDGET IMPACT:

This item has no additional budget impact.

RECOMMENDATION:

Staff recommends the City Council approve the Claims and Bills Report.

ATTACHMENTS:

None

City of Tolleson

Checks Recorded

Check Dates: June 04, 2025 to June 17, 2025

PAYMENTS OVER \$10,000

VENDOR NAME	GROSS AMOUNT	CHECK #	CHECK/PAYMENT DATE
VENDOR NAME	AMOUNT	CHECK NUMBER	CHECK DATE
ACHEN-GARDNER ENGINEERING, LLC	\$494,449.27	184888	06/16/2025
ASR CONSTRUCTION GROUP LLC	\$254,722.32	184752	06/05/2025
CITY OF PHOENIX	\$240,031.68	184900	06/16/2025
HOWMEDICA OSTEONICS CORP	\$174,021.09	100757	06/12/2025
ASR CONSTRUCTION GROUP LLC	\$118,005.89	184893	06/16/2025
BROWN AND CALDWELL	\$104,291.47	100715	06/04/2025
ADAPTIVE ARCHITECTS INC	\$81,177.00	184813	06/11/2025
SAN TAN AUTO PARTNERS LLC	\$49,775.50	184874	06/11/2025
KIMLEY-HORN AND ASSOCIATES, INC.	\$46,574.00	100726	06/04/2025
ALL ABOUT ROOFING LLC	\$38,000.00	184747	06/05/2025
AZ PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM	\$36,038.19	100712	06/04/2025
SIVAD ENTERPRISES LLC	\$33,292.82	184810	06/05/2025
AZ PUBLIC SAFETY RETIREMENT, POLICE	\$32,923.11	100713	06/04/2025
FERGUSON US HOLDINGS INC	\$30,792.43	184772	06/05/2025
ASR CONSTRUCTION GROUP LLC	\$30,471.71	184818	06/11/2025
LEA-ARCHITECTS LLC	\$29,900.44	184907	06/16/2025
ASR CONSTRUCTION GROUP LLC	\$25,769.36	184818	06/11/2025
ASR CONSTRUCTION GROUP LLC	\$23,732.95	184752	06/05/2025
KIMLEY-HORN AND ASSOCIATES, INC.	\$22,665.29	100726	06/04/2025
ASR CONSTRUCTION GROUP LLC	\$22,662.16	184818	06/11/2025
LYFT, INC.	\$20,281.19	100751	06/12/2025
FACILITEQ AZ LLC	\$19,997.42	184842	06/11/2025
ARTISTIC LAND MANAGEMENT, INC.	\$19,167.00	184750	06/05/2025
LEA-ARCHITECTS LLC	\$19,027.55	184907	06/16/2025
JACOBS ENGINEERING GROUP INC	\$16,695.00	100748	06/12/2025
BTAC UNITED ACQUISITION HOLDING COMPANY	\$15,491.25	184820	06/11/2025
ANDRUS PROPERTIES INC	\$15,238.48	184815	06/11/2025
ADVANCED ENVIRO CURE LLC	\$15,000.00	100709	06/04/2025
WEST VALLEY REGIONAL CHAMBER	\$15,000.00	184808	06/05/2025
WEST END LITTLE LEAGUE	\$14,539.05	184807	06/05/2025
MARICOPA COUNTY SHERIFF'S OFFICE	\$14,370.16	184862	06/11/2025
SIVAD ENTERPRISES LLC	\$14,028.00	184826	06/11/2025
ANDRUS PROPERTIES INC	\$13,401.13	184815	06/11/2025
CORE & MAIN LP	\$12,699.95	184827	06/11/2025
ADVANCED ENVIRO CURE LLC	\$12,000.00	100709	06/04/2025
CORE & MAIN LP	\$11,981.13	184827	06/11/2025
VERIZON WIRELESS SERVICES LLC	\$11,664.11	184917	06/16/2025
ARIZONA STATE TREASURER	\$11,320.56	184817	06/11/2025
TERRACON CONSULTANTS INC	\$11,075.10	100759	06/12/2025
TOLLESON ELEMENTARY SCHOOL DIST.#17	\$10,612.00	184823	06/11/2025
OCLC, INC	\$10,264.96	100754	06/12/2025
OVERDRIVE INC	\$10,154.00	100729	06/04/2025
ARIZONA BOUNCE AROUND, INC.	\$10,150.30	184809	06/05/2025



CITY COUNCIL REPORT

SUBJECT:

MEETING DATE: June 24, 2025

TO: Mayor and Council

FROM: Gabriel Elias, Development Services Superintendent

REVIEWED: Reyes Medrano Jr., City Manager

PURPOSE:

A Road Safety Action Plan (RSAP) is a way to prioritize safety improvements and justify future roadway investment decisions. An RSAP is a comprehensive safety plan aimed at reducing and eliminating serious injury and fatal crashes affecting all roadway users including pedestrians, bicyclists, transit riders, motorists, personal conveyance and micro mobility users, and commercial vehicle operators. A formal plan will help communicate more clearly how the City of Tolleson will promote safety on local roadways and will assist in pursuing future funding opportunities.

BACKGROUND:

In the fall of 2022, the City of Tolleson applied for federal assistance for the Safe Streets and Roads for All (SS4A) Discretionary Grant Program to assist with the development of the City's first action plan to reduce and/or eliminate serious injury and fatal collisions.

DISCUSSION:

The City of Tolleson initiated the Road Safety Action Plan (RSAP) in the summer of 2024 to upgrade evaluation tools; engage the public; collaborate with City staff from different departments; and create a transparent, comprehensive, and implementable safety plan. The planning process consisted of the following phases: discovery, safety tools and data analysis, goals and visioning effort, development of safety strategies, implementation of the safety strategies, and integration of the new strategies and policies.

BUDGET IMPACT:

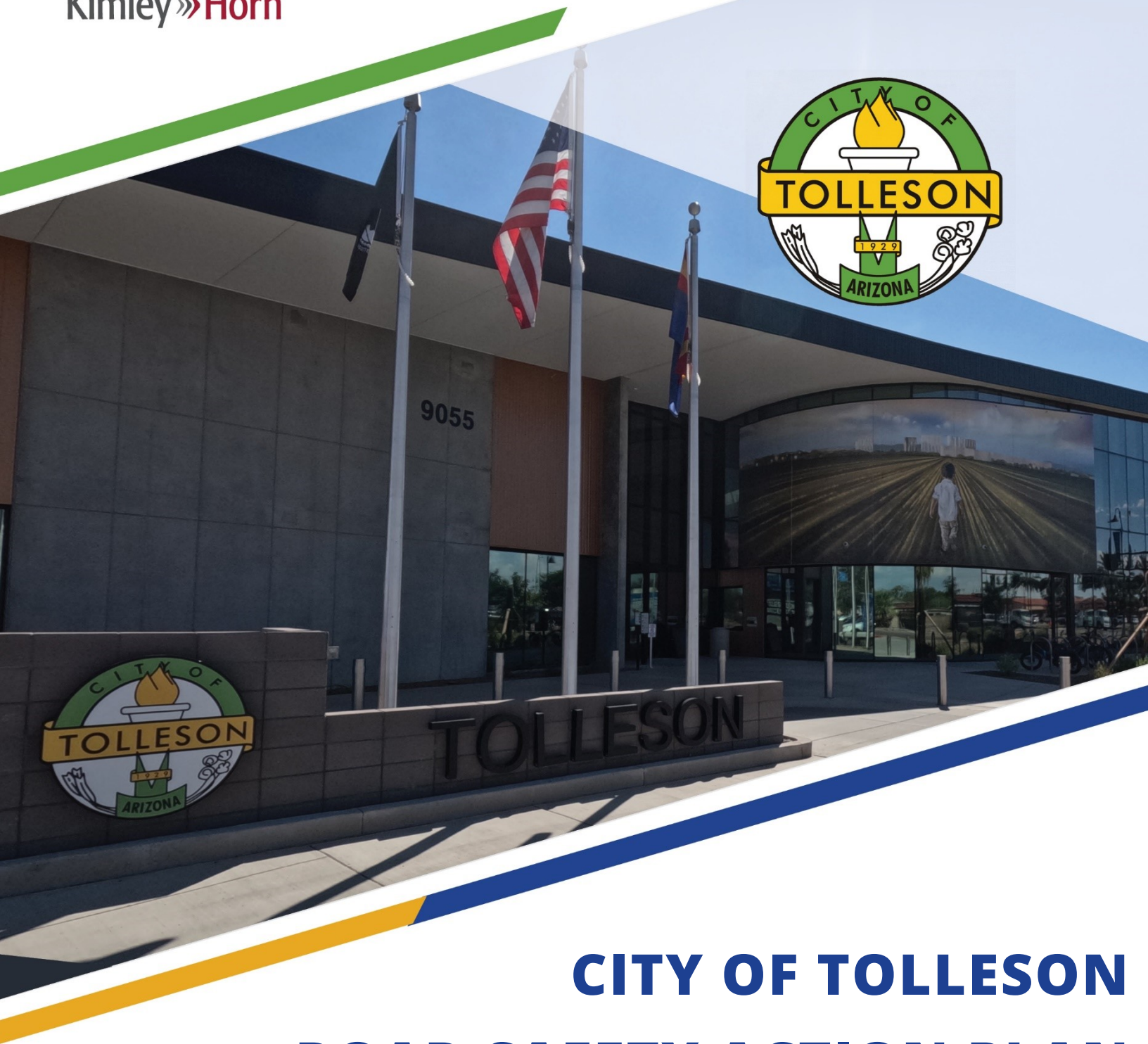
The plan identifies both infrastructure and non-infrastructure improvements across the City, eligible for funding through federal programs such as the Safe Streets and Roads for All (SS4A) discretionary grant program, with approximately \$2 billion remaining through 2026.

RECOMMENDATION:

Approve the City of Tolleson Road Safety Action Plan (RSAP), which outlines comprehensive strategies to reduce traffic-related fatalities and serious injuries by 20% by the year 2030, with a long-term Vision Zero goal by 2050. This action plan will be in effect through the 2050 horizon, with regular progress reviews and updates starting in Spring 2026.

ATTACHMENTS:

1. 06 24 25 City of Tolleson Road Safety Action Plan



TOLLESON

CITY OF TOLLESON ROAD SAFETY ACTION PLAN ADOPTED JUNE 24, 2025

Strategies to Reduce Traffic Deaths and Serious Injury Crashes to Zero



Acknowledgements

The Tolleson Road Safety Action Plan is a critical step toward zero deaths and serious injuries by 2050 on Tolleson Streets. The City of Tolleson would like to dedicate this plan to the people of this community who strive hard to maximize road safety.

CITY COUNCIL

Mayor Juan F. Rodriguez

Vice Mayor Jimmy Davis

Council Member Christine Chavira

Council Member Clorinda Erives

Council Member Adolfo Gamez

Council Member Linda Laborin

Council Member Cruzita V. Mendoza

PARTNERS & COLLABORATIONS

Glen Robison, FHWA

Margaret Herrera, Maricopa Assn. of Governments

Kerry Wilcoxon, AZ Dept of Transportation

Reed Henry, City of Phoenix

Hasina Luna, Maricopa County Dept of Transportation

Mazen Muradvich, Maricopa County Dept of Transportation

Raj Thautum, City of Avondale

Joshua Jacobson, Tolleson Elementary School District

Jeremy Calles, Tolleson Union High School

Teri Castellano, Trust Coalition

CITY OF TOLLESON DEPARTMENTS

City Manager's Office

City Development Services

City Field Operations

City Utilities

City Police Department

City Fire Department

City Financial Officer

Parks & Recreation

Government & Public Affairs

City Management

Reyes Medrano Jr., City Manager

Wendy Jackson, Deputy City Manager

Pilar Sinawi, Deputy City Manager

CITY TRANSPORTATION PROJECT TEAM

Chris Hamilton, City Engineer

Gabriel Elias, Transportation/Transit Superintendent

Nico Gasca, Public Affairs Support Specialist

Jason Earp, Development Services Director

Mario A Sandoval, Sr. Executive Management Assistant

Mia Elenes, Digital Communication

Alicia Guzman, Government Affairs Support Specialist

CONSULTANT TEAM

Kimley-Horn and Associates, Inc.

PUBLIC PARTICIPATION

Thank you to Tolleson residents and various community organizations that took the time to share their opinions, thoughts, concerns, and input. Your voice matters, and it was directly used in creating the RSAP strategies and subsequent implementation plan.



Disclaimer

23 UNITED STATES CODE SECTION 407

Discovery and Admission as Evidence of Certain Reports and Surveys

Notwithstanding any other provision of law, reports, surveys, schedules, lists, or data compiled or collected for the purpose of identifying, evaluating, or planning the safety enhancement of potential accident sites, hazardous roadway conditions, or railway-highway crossings, pursuant to sections 130, 144, and 148 of this title or for the purpose of developing any highway safety construction improvement project which may be implemented utilizing Federal-aid highway funds shall not be subject to discovery or admitted into evidence in a Federal or State court proceeding or considered for other purposes in any action for damages arising from any occurrence at a location mentioned or addressed in such reports, surveys, schedules, lists, or data.



Foreword

Safe Streets and Roads for All Discretionary Grant Program

The Bipartisan Infrastructure Law (BIL), signed into law on November 15, 2021, established the SS4A discretionary program to fund improvements and strategies to prevent roadway fatalities and serious injuries of all roadway users. The program includes \$5 billion in appropriated funds over 5 years (2022-2026). The SS4A program provides federal funds for two types of grants:

- *Planning and Demonstration Grants prepare SS4A RSAPs to develop a holistic, well-defined strategy to prevent roadway fatalities and serious injuries in a locality, Tribe, or region.*

- *Implementation Grants execute projects and strategies identified in a RSAP to address a roadway safety issue. Projects and strategies may be infrastructure, behavioral, and/or operational activities. Applicants must have a qualifying RSAP that meets the eligibility requirements to apply for an Implementation Grant. In addition, applicant agencies must have ownership and/or maintenance responsibilities over a roadway network, safety responsibilities that affect roadways, or an agreement from the agency that has ownership and/or maintenance responsibilities for the roadway within the applicant's jurisdiction.*

The Tolleson RSAP meets the requirements to allow the City to apply for Implementation Grants from the United States Department of Transportation (USDOT) SS4A discretionary grant program. The USDOT has identified several required RSAP elements, as described below:

- **Leadership Commitment and Goal Setting.** *Requires an official public commitment by a government body to an ultimate goal of zero roadway serious injuries or fatalities.*

- **Planning Structure.** *Defines a task force charges with oversight of the development and implementation of the RSAP.*

- **Safety Analysis.** *Reviews historical and existing safety conditions that provide a baseline for serious injury and fatal crashes.*

- **Engagement and Collaboration.** *Conducts significant engagement with stakeholders and the public, allowing for community representation and feedback to be incorporated into the RSAP.*

- **Equity Considerations.** *Ensures underserved communities are identified and preferred in proposed projects and strategies.*

- **Policy and Process Changes.** *Assesses existing policies, plans, guidelines, and standards to identify areas of improvement in transportation safety planning.*

- **Strategy and Project Selections.** *Identifies projects and strategies, based on data and data and public engagement, that will address existing safety issues.*

- **Progress and Transparency.** *Measures progress towards the RSAP's goals, including review of updated data and presentation of results to the public.*



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Executive Summary

Introduction

The City of Tolleson (City) has prepared the Tolleson Safe Streets and Roads for All (SS4A) Road Safety Action Plan. The safety committee below will meet periodically to review and monitor the road safety process, and release a Road Safety Status report in the Spring of each year. The committee consists of members from the following City departments:

Safety Action Committee

- City Manager's Office
- Government Affairs Office
- City Development Services
- City Engineering and Public Works Department
- City Police Department
- City Fire Department

Road Safety Action Plan

A Road Safety Action Plan (RSAP) is a way to prioritize safety improvements and justify future roadway investment decisions. An RSAP is a comprehensive safety plan aimed at reducing and eliminating serious injury and fatal crashes affecting all roadway users including pedestrians, bicyclists, transit riders, motorists, personal conveyance and micro-mobility users, and commercial vehicle operators. A formal plan will help communicate more clearly how the City will promote safety on local roadways and will assist in pursuing future funding opportunities.

Vision and Goals

Vision Zero refers to the ultimate goal of eliminating all fatalities and serious injuries on Tolleson roadways. It begins with the ethical belief that everyone—people walking, biking, taking transit, and driving—has the right to move safely in their community; no one should be killed or seriously injured in crashes on the transportation network; and all traffic deaths are preventable. A Vision Zero commitment sets measurable objectives, establishes a clear schedule and time frame, and proposes strategies to accomplish the objectives.

Vision Statement

The City of Tolleson will strive to protect all road users by reducing fatal and serious injury crashes by 20 percent by 2030, with a long-term vision of zero such incidents by 2050.

Goals

Below are the goals and objectives required to establish the vision statement.

Goals	Objectives
City will implement Vision Zero – all infrastructure projects and programs will have a safety component	- Establish a Safety Task Force Committee consisting of a multi-department team for the continued oversight of reducing fatal and serious injury crashes - Establish a road safety coordinator position to oversee the progress of the Road Safety Action Plan - Develop a High-Risk Network and identify potentially high-risk locations. - Maintain the safety dashboard - Recognize and celebrate road safety success stories with the community
Engage the public to foster a culture of safety on the roadways	- Educate young drivers on road safety behavior - Improve safe travel to and from school for all travel modes - Educate pedestrians, bicyclists and motorcyclists on safe road practices
Embrace 5 E's of safety (Evaluation, Engineering, Enforcement, Education, & Equity) in all City initiatives and projects	- Create an internal, cross-department task force to review crash data - Develop policies and standards to improve safety for different types of roadways (arterials, collectors, local streets, freight corridors) and intersections
Engage with the police enforcement as a major partner to improve safety	- Deploy police personnel to enforce distracted driving, driving under the influence (DUI), speeding and parking restrictions - Effective crash coding and maintenance of crash data - Quick response team
Formalize partnerships outside Tolleson to share resources, and develop safety solutions to reduce crashes in Tolleson	- Participate in periodic (semi-annual) meetings with the adjacent agencies (Phoenix, Avondale, MCDOT, ADOT) to discuss safety concerns and upcoming infrastructure projects - Participate in the joint review of the projects to ensure safety components are addressed - Participate in the State and MAG Freight Management Plans.

Study Area Overview

The RSAP study area consists of all local and arterial roadways within the City. The land use mix in Tolleson consists of predominantly industrial and commercial uses with some residential. Tolleson has a large mix of warehouses and trucking industries, which results in several designated truck routes throughout the City.

Safety Performance Analysis

The project team performed a safety analysis to identify common crash trends and high-risk locations. The safety performance analysis was designed to provide insight into identifying a high-crash network and a high-risk network.

Tolleson Crash Trends

The safety performance for the City from 2019 through 2023 is summarized below. **Figure 1** shows the number of total crashes by year, which has remained consistent. The total crashes ranged from 413 in 2020 to 573 in 2021. **Figure 2** shows the total fatal and serious injury crashes ranging from a low of 12 in 2019 to a high of 18 in 2021.



As shown in **Figure 3**, fatal crashes and serious injury crashes make up nine percent of all injury crashes. **A total of 72 fatal and serious injury crashes were recorded from 2019 through 2023.**

Figure 1. Crashes by Year - All Crashes

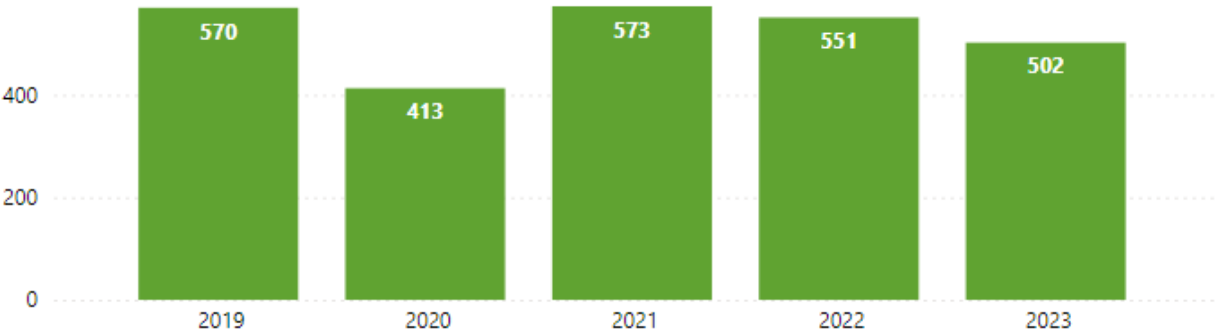


Figure 2. Fatal and Serious Injury Crashes

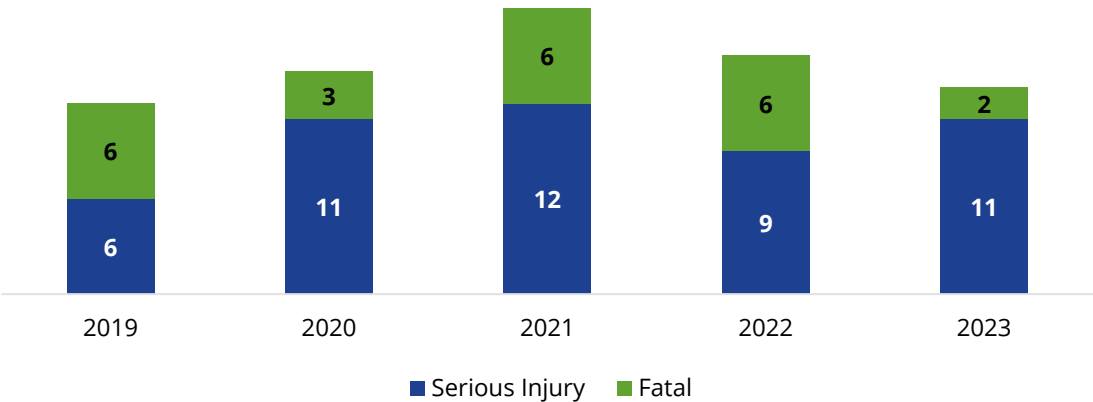
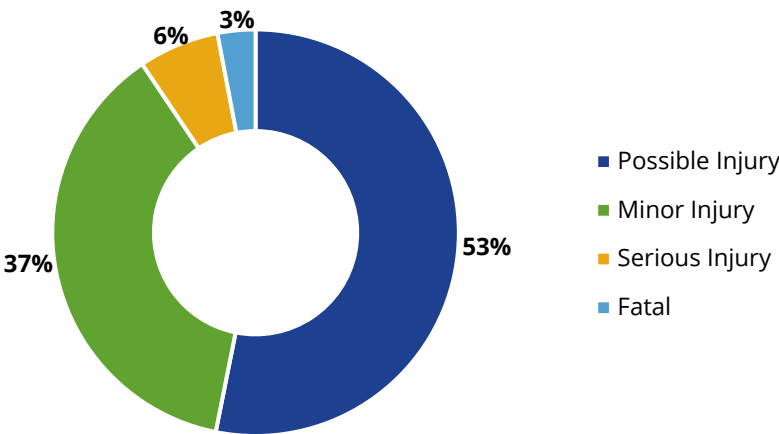


Figure 3. Injury Severity for All Crashes



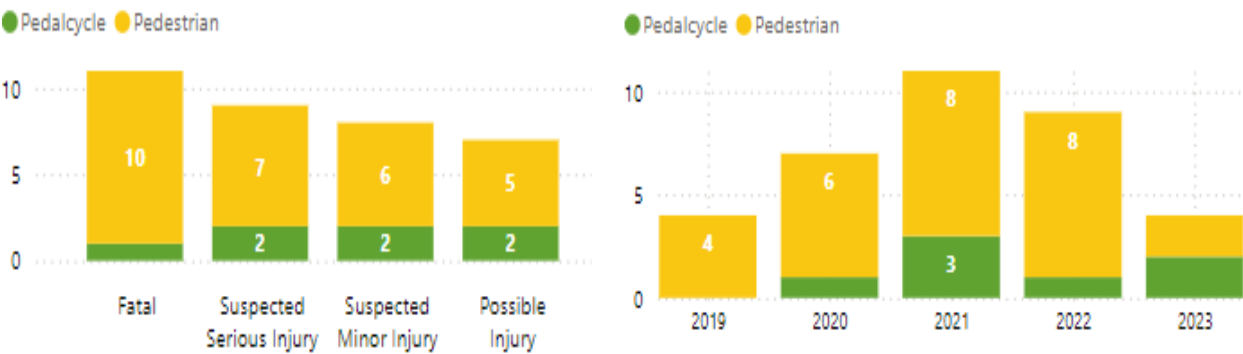
Vulnerable Road Users (VRUs)

Crashes involving VRUs (pedestrians and bicyclists) in Tolleson from 2019 through 2023 are summarized below. All 37 pedestrian and bicycle involved crashes resulted in injury. Typically, a non-injury pedestrian and bicycle



crash is not reported since the damage value is less than \$1,000. A total of 11 fatal pedestrian and bicycle crashes were recorded in the five-year study period. **Figure 4** shows the pedestrian and bicyclist crashes by year, which peaked at a combined total of 11 in 2021. Fatal crashes make up 30 percent of crashes involving pedestrians and bicyclists.

Figure 4. Vulnerable Road User Crashes Summary



Network Screening

Analysis

The network screening process identified and ranked locations, from most likely to least likely to have a crash frequency reduction, by calculating a crash frequency reduction with the implementation of countermeasures. Locations identified as most likely to have a crash frequency reduction should be studied in detail to understand trends in crash patterns, contributing factors, and identify appropriate countermeasures. For this RSAP, the network screening steps included:

- Determine the crash frequency and a list of the intersections and segments with the highest crash frequencies
- Calculate individual crash rates for each roadway and intersection and list the intersections and segments with the highest crash rate
- Compare the tables with high crash frequency with high crash rate and develop a composite table with high priority locations using the network screening methodology adopted by the MAG
- Determine typical crash patterns for each location where there are an unusual number of specific crash types occurring
- Determine the high injury network and develop the countermeasure for the specific crash type at each location, intersection or segment

A composite review of the crash rate and crash frequency was used to determine critical intersections and corridors for the City. The results of this analysis are summarized in **Table 1** identifying the high priority roadway segments and intersections in Tolleson.

Table 1. High Priority Locations

Segments	Intersections
75 th Avenue, Buckeye Road and Van Buren Street	Buckeye Road and 75 th Avenue
83 rd Avenue, Buckeye Road and I-10	Buckeye Road and 83 rd Avenue
91 st Avenue, Buckeye Road and Van Buren Street	Buckeye Road and 91 st Avenue
99 th Avenue, Buckeye Road and Van Buren Street	Buckeye Road and 99 th Avenue
Buckeye Road, 83 rd Avenue and 99 th Avenue	Buckeye Road and 107 th Avenue
	Van Buren Street and 75 th Avenue
	Van Buren Street and 83 rd Avenue
	Van Buren Street and 99 th Avenue
	All I-10 ramps

Public and Stakeholder Involvement

The project team conducted extensive public outreach and stakeholder engagement to gather input on potential strategies and focus areas for safety improvements.

Public Engagement

Public outreach included an online survey and a series of pop-up events at the City's Trick or Treat event, the Senior Center, and the Teen Council. Common themes heard from the public include:

- Respondents largely use their personal vehicles, but would like to walk/run/bike more often
- Intersections or general areas where people feel unsafe include:
 - Roundabout at 99th Avenue and Lower Buckeye Road
 - 91st Avenue and Van Buren Street
- The City should prioritize the following characteristics when identifying project areas for improvement:
 - Locations with high numbers of crashes
 - Locations with high traffic volumes
 - Areas around schools
- Respondents would like to see a reduction in fatal and serious injury crashes
- Distracted driving and high vehicle speeds are the top safety concerns



Stakeholder Engagement

Technical Advisory Committee

A Technical Advisory Committee (TAC) was organized to guide development of the RSAP. The TAC met bi-monthly to discuss the project progress and consisted of representatives from the following agencies:

- City Departments
- Tolleson Police Department
- Tolleson Fire Department

Safety Summit

On November 13, 2024, the project team held a Safety Summit for stakeholders to brainstorm potential solutions to increase safety in the transportation network. The attendees included representatives from the following groups:

- TAC
- School District Officials
- City Management Group
- City Public Relations Group
- Law Enforcement
- Emergency Services
- FHWA
- MAG
- MCDOT
- City of Avondale
- City of Phoenix



The attendees brainstormed potential solutions in four focus areas: neighborhood, pedestrian, and bicycle safety; intersections; freight and truck movement; and roadway segments.

Infrastructure Projects

The core of this RSAP consists of implementable infrastructure strategies that have the potential to significantly reduce fatal and serious injury crashes in Tolleson. Through the safety analysis and public and stakeholder input, the project team was able to identify 47 potential solutions to improve safety, divided between the following improvement types:

- Active Transportation Improvements – focused on improving pedestrian and bicyclist movements
- Enforcement – specific roadways and corridors
- Road Construction/Maintenance – improve capacity, access management, and visibility
- Traffic Control – improve signal timing, signal visibility, and safer operations

Table 2 shows the preliminary potential active transportation solutions. **Table 3** shows the preliminary potential enforcement solutions. **Table 4** shows the preliminary potential road construction/maintenance solutions. **Table 5** shows the preliminary potential traffic control solutions. Some of the projects are within the City of Tolleson's jurisdiction and some of them fall within the jurisdiction of other agencies.

Table 2. Active Transportation Improvements

ID	Name	Description
1	99 th Avenue: Buckeye Road to Van Buren Street	Install new continuous sidewalk and/or multi-use path (MUP) to separate pedestrian/bicyclist traffic from travel lanes.
2	107 th Avenue: Buckeye Road to Van Buren Street	Install new continuous sidewalk and/or MUP to separate pedestrian/bicyclist traffic from travel lanes.
3	Buckeye Road: 107 th Avenue to 93 rd Avenue	Install a new continuous sidewalk, buffered bike lane, or multi-use path to separate pedestrian/bicyclist traffic from travel lanes.
4	99 th Avenue/Roosevelt Street Crossing Improvements	Install a pedestrian crosswalk at the south leg of the intersection and remove the crosswalk at the north leg.
5	91 st Avenue: Buckeye Road to Van Buren Street	Complete the missing sidewalk. Consider developing MUP in place of the sidewalk to function as a grade-separated bike lane or installing a 2-foot buffer between the travel lane and bike lane.
6	99 th Avenue: Buckeye Road to Van Buren Street	

7	107 th Avenue: Buckeye Road to Van Buren Street	
8	99 th Avenue: Van Buren Street to I-10	
9	Buckeye Road: 91 st Avenue to 75 th Ave	
10	107 th Avenue: Buckeye Road to Van Buren Street	Install a 2-foot buffer between the travel lane and bike lane.

Table 3. Speed Mitigation with Enforcement

ID	Name	Description
11	91 st Avenue Speed Improvements	Implement uniform posted speed limits for the corridor through studies and periodically enforce it to address speeding, DUI, and red light running
12	Buckeye Road Speed Improvements	Implement uniform posted speed limits for the corridor through studies and periodically enforce it to address speeding, DUI, and red light running
13	83 rd Avenue Speed Improvements	Implement uniform posted speed limits for the corridor through studies and periodically enforce it to address speeding, DUI, and red light running
14	Buckeye Road Freight Parking Restrictions	Enforce no on-street freight parking.
15	83 rd Avenue Freight Parking Restrictions	Enforce no on-street freight parking.
16	99 th Avenue Freight Parking Restrictions	Enforce no on-street freight parking.
17	99 th Avenue Speed Limit Improvements	Implement uniform posted speed limits for the corridor through studies and periodically enforce it to address speeding, DUI, and red light running
18	91 st Avenue Speed Feedback Signs	Install flashing speed feedback signs.
19	107 th Avenue Speed Feedback Signs	Install flashing speed feedback signs.

Table 4. Road Construction/Maintenance Improvements

ID	Name	Description
20	Van Buren Street: 99 th Avenue to 107 th Avenue - Lane Width and Access Management Improvements	Design and implement uniform lane widths and continuous lanes (to reduce scalloped streets). Reduce and consolidate closely spaced driveways. Install median and street lights on both sides of the road
21	107 th Avenue Lane: Buckeye Road to Van Buren Street - Lane Width and Access Management Improvements	Design and implement uniform lane widths and continuous lanes (to reduce scalloped streets). Reduce and consolidate closely spaced driveways. Install median and street lights on both sides of the road.
24	Signal Visibility Improvements	Install 3" retro-reflective tape on all traffic signal back plates throughout the City
25	99 th Avenue/Van Buren Street - Intersection Reconfiguration	Redesign the intersection to accommodate appropriate lane widths and turn radii, minimizing crossing distance.
26	99 th Avenue/I-10 Eastbound On-Ramp - Intersection Improvements	Design and install an exclusive northbound right-turn lane on 99 th Avenue.
27	91 st Avenue: I-10 to Buckeye Road - Street Lighting Improvements	Install streetlights at intersections.
28	83 rd Avenue: I-10 to Buckeye Road - Street Lighting Improvements	Install streetlights on both sides of the road.



29	107 th Avenue: Buckeye Road to Van Buren Street - Lighting Improvements	
30	83 rd Avenue: I-10 to Buckeye Road - Pavement Marking Improvements	Improve pavement markings and install raised pavement markers (RPMs).
31	Buckeye Road: 75 th Avenue to 107 th Avenue - Lane Reconfiguration	Provide uniform lane sizes and limit the number of lane drops
32	99 th Avenue: Roosevelt Road to Pierce Lane - Midblock Crossing Mitigation	Install raised medians and safety railings along the sidewalk on the west side of 99 th Avenue between Van Buren Street and Roosevelt Street to prevent mid-block crossing.

Table 5. Traffic Control Improvements

ID	Name	Description
34	99 th Avenue Truck Signal Timing	Evaluate and implement traffic signal progression and truck-appropriate clearance intervals.
35	Buckeye Road Truck Signal Timing	
36	107 th Avenue Truck Signal Timing	
37	99 th Avenue Traffic Signal Visibility Improvements	Install one signal head per lane and near side signal heads to improve traffic signal visibility.
38	Buckeye Road Traffic Signal Visibility Improvements	
39	107 th Avenue Traffic Signal Visibility Improvements	
40	99 th Avenue FYA Improvements	Install flashing yellow arrows (FYA) to allow for protected left-turn phasing during peak hours.
41	Buckeye Road FYA Improvements	
42	107 th Avenue FYA Improvements	
43	91 st Avenue/Van Buren Street Protected Left-Turns	Install FYA to allow for protected left-turn phasing during daytime and FYA operations at night
44	I-10/91 st Avenue Signal Timing Improvements	Improve signal phasing at the traffic interchange to reduce queuing and improve progression between signals.
45	I-10/99 th Avenue Signal Timing Improvements	
46	I-10/83 rd Avenue Signal Timing Improvements	
47	99 th Avenue Traffic Signal Coordination	Improve signal phasing and coordination along 99 th Avenue between Roosevelt Street and I-10.

Prioritization Methodology

After identifying potential solutions, the project team prioritized the solutions. To do this, the project team developed prioritization criteria based on input from the TAC and the public. Safety history, crash rate, crash frequency, and cost were determined to be the most important elements. **Table 6** Table 6 shows the highest-ranked non-construction-related safety solutions, and Table 7 shows the highest-ranked preliminary safety solutions that require construction.

Table 6. Top Non-Infrastructure Potential Solutions

Non-Infrastructure Solution
Speed/DUI Enforcement: 83 rd Avenue, Buckeye Road, 99 th Avenue and 91 st Avenue
Uniform Speed Limit Establishment Buckeye Road, 83 rd Avenue and 99 th Avenue
Signal Timing Plans (Freight Corridor): Buckeye Road, 83 rd Avenue, and 99 th Avenue
Freight Parking Restrictions: Buckeye Road, 83 rd Avenue, and 99 th Avenue
Refresh Pavement Markings and Signs 83 rd Avenue: Buckeye Road to I-10
Interchange Signal Timing and Phasing Improvements: I-10/83 rd Avenue, I-10/91 st Avenue, and I-10/99 th Avenue
Road Safety Audit: 91 st Avenue I-10 to Van Buren Street (to evaluate truck traffic flow along this road), and 99 th Avenue at Van Buren Road
Safe Routes to School Studies for all Tolleson Schools
Neighborhood Traffic Calming Program
Semi-Annual Road Safety Education Campaign Targeting Pedestrians, Bicyclists, and Motorcyclists
Driver Education – Annual High School Program
Safe Pedestrian and Bicycle Education in Elementary Schools – Annual school program

Table 7. Top Infrastructure Potential Solutions

Infrastructure Solution	Score
Buckeye Road, 107 th Ave to 75 th Ave – Traffic Signal Visibility Improvement	57
Buckeye Road – Medians and Access Management	52
91 st Avenue – Speed Feedback Signs and Improve Signing and Marking	48
99 th Avenue, I-10 to Van Buren Rd - Median and Access Management	45
99 th Avenue – Traffic Signal Visibility Improvement	43
Buckeye Road – Install FYA for Protected Left-Turn Phasing During Peak Hours	37
99 th Avenue between Pierce Street and Roosevelt Street – Median Fencing	33
Buckeye Road, 107 th Avenue to 91 st Avenue – Construct Uniform Roadway Cross-Section and Reduce Scalloped Streets	29
107 th Avenue – Install Flashing Speed Feedback Signs	27
Van Buren Street, 107 th Avenue to 99 th Avenue – Construct a Uniform Roadway Cross-Section, Access Management, and Reduce Scalloped Streets	27

Safety Improvement Recommendations

Project Recommendations

The project team conducted a field review of the top potential solutions and compiled them into implementable projects anticipated to have the highest impact on improving safety in Tolleson.

Projects Within the City of Tolleson's Jurisdiction

Table 8 lists the recommended infrastructure projects and

Table 9 lists the recommended non-infrastructure projects within the City of Tolleson's jurisdiction.

Table 8. Infrastructure Projects for Tolleson

ID	Solution Name	Solution Description	Score
1	91 st Avenue: Van Buren Road to I-10 Speed Management	Install flashing speed feedback signs and reduce signing and marking clutter near Van Buren Road <i>Potential funding source: City CIP</i>	48
2	99 th Avenue Freight Corridor Medians Installation	Install medians along truck corridors <i>Potential funding source: SS4A Implementation Grant or HSIP</i>	45
3	99 th Avenue Traffic Signal Visibility Improvements	Install one signal head per lane and near-side signal heads to improve traffic signal visibility <i>Potential funding source: HSIP or MAG Safety Funds</i>	43
4	99 th Avenue: Midblock Crossing Mitigation	Van Buren Street and Roosevelt Street: Install raised medians and safety railings along the median to prevent mid-block crossing <i>Potential funding source: SS4A Implementation Grant or HSIP</i>	33
5	91 st Avenue Street Lighting Improvements	Install streetlights at arterial/collector intersections <i>Potential funding source: MAG Safety Funds</i>	25
6	99 th Avenue FYA Improvements	Install flashing yellow arrows to allow for protected left-turn phasing during peak hours <i>Potential funding source: HSIP</i>	22
7	99 th Avenue Active Transportation Improvements	Install continuous sidewalk and/or multi-use paths to separate pedestrian/bicyclist traffic from travel lanes <i>Potential funding source: TA funds</i>	21
8	99 th Avenue/Van Buren Street Intersection Reconfiguration	Redesign the intersection to appropriate lane widths and turn radii to minimize crossing distance <i>Potential funding source: City CIP</i>	19
9	91 st Avenue/Van Buren Street FYA Improvements	Install flashing yellow arrows to allow for protected left-turn phasing during peak hours <i>Potential funding source: HSIP</i>	17
10	91 st Avenue Active Transportation Infill Improvements	Sidewalk gap infill from Buckeye Road to Van Buren Street, 2-foot buffer lane between travel and bike lane <i>Potential funding source: TA Funds</i>	14
11	99 th Avenue/Roosevelt Street Crossing Improvements	Install a pedestrian crosswalk at the south leg and remove the crosswalk at the north leg of the intersection <i>Potential funding source: City CIP</i>	1

Table 9. Non-Infrastructure Projects for Tolleson

Non-Construction Related Project
91 st Avenue and 99 th Avenue: Speed/DUI Enforcement (Quarterly) <i>Potential funding source: Governor's Office of Highway Safety</i>
91 st Avenue and 99 th Avenue: Uniform Speed Limit Establishment <i>Potential funding source: City CIP</i>
99 th Avenue: Signal Timing Plans (review and revise every 3 years) <i>Potential funding source: MAG TSOP</i>
99 th Avenue Freight Parking Restrictions <i>Potential funding source: City CIP/PD</i>
Road Safety Audit: 91 st Avenue at Van Buren Street <i>Potential funding source: MAG Safety Program</i>
Safe Routes to School Studies for all Tolleson Schools <i>Potential funding source: MAG Safety Program</i>
Neighborhood Traffic Calming Program <i>Potential Funding Source: City CIP</i>
Semi-Annual Road Safety Education Campaign targets: Pedestrians, Bicyclists, Motorcyclists. <i>Potential funding source: CIP/Public Relations//Governor's Office of Highway Safety</i>
Driver Education – annual high school program <i>Potential funding source: HSIP Education Funds/Governor's Office of Highway Safety</i>

Projects Outside the City of Tolleson's Jurisdiction

Projects outside of the City's jurisdiction consist of improvements to Buckeye Road, 107th Avenue, and I-10 intersections. **Table 10** shows the recommended improvements to Buckeye Road. .

Table 10. Buckeye Road: 107th Avenue - 75th Avenue with Lead Agencies: MCDOT (91st Ave to 107th Ave and Phoenix (75th Ave to 91st Ave)

Solution Name	Solution Description	Score
Buckeye Road Freight Parking Restriction	Enforce no on-street freight parking	60
Buckeye Road Truck Signal Timing	Evaluate and implement traffic signal progression with appropriate clearance intervals	60
Buckeye Road Traffic Signal Visibility Improvements	Install one signal head per lane and near-side signal heads to improve traffic signal visibility	57
Buckeye Road Freight Corridor Medians	Install medians along truck corridors	52
Buckeye Road FYA Improvements	Install flashing yellow arrows to allow for protected left-turn phasing during peak hours	37
Buckeye Road Speed Enforcement	Implement uniform travel speed along the freight corridor	30
Buckeye Road Lane Reconfiguration	Uniform lane sizes and limit the number of lane drops	29
Buckeye Road Lighting Improvements	Install streetlights along both sides of the roadway	24

Buckeye Road Active Transportation Improvements	Install continuous sidewalks and/or multi-use paths on both sides of the roadway to separate pedestrian/bicyclist traffic from travel lanes.	22
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Error! Not a valid bookmark self-reference. shows the recommended improvements to 107th Avenue, and Table 12 shows the recommended improvements to I-10 intersections

Table 11. 107th Avenue: Van Buren Street - Buckeye Road, Lead Agencies: MCDOT and Avondale

Solution Name	Solution Description	Prioritization Score
107 th Avenue Speed Feedback Signs	Install flashing speed feedback signs	30
107 th Avenue Lane Width Improvements	Design and implement uniform lane widths and continuous lanes (reduce scalloped streets)	27
107 th Avenue Traffic Signal Visibility Improvements	Install one signal head per lane and near-side signal heads to improve traffic signal visibility	22
107 th Avenue Access Management Improvements	Reduce and consolidate closely spaced driveways	12
107 th Avenue Freight Corridor Medians	Install median along the truck corridor	11
107 th Avenue Street Lighting Improvements	Install streetlights on both sides of the road	10
107 th Avenue FYA Improvements	Install flashing yellow arrows to allow for protected left-turn phasing during peak hours	7
107 th Avenue Active Transportation Improvements	Install a bike lane and a sidewalk along both sides of the road. If possible, consider MUP on both sides of the road.	3
107 th Avenue Truck Signal Timing	Evaluate and implement traffic signal progression and truck-appropriate clearance intervals	3

Table 12. I-10 Intersections, Lead Agency: ADOT

Solution Name	Solution Description	Prioritization Score
99 th Avenue/I-10 Eastbound On-Ramp Intersection Improvements	Design and install an exclusive northbound right-turn lane on 99 th Avenue	10
I-10/99 th Avenue Signal Timing Improvements	Improve signal phasing at the traffic interchange to reduce queueing and improve progression between signals	9
I-10/83 rd Avenue Signal Timing Improvements	Improve signal phasing at the traffic interchange to reduce queueing and improve progression between signals	9
I-10/91 st Avenue Signal Timing Improvements	Improve signal phasing at the traffic interchange to reduce queueing and improve progression between signals	8

Policy Recommendations

The RSAP developed policy recommendations to improve safety for all roadway users. The City is not limited to these recommendations and is encouraged to continually look for ways to improve roadway safety for all users through policy or other measures. The policy recommendations address:

- On-street parking restrictions
- Roadway cross sections
- Pavement marking guidelines
- Improving roadway visibility & signal Timing

- Access management

Conclusion

The RSAP establishes the goal of a 20 percent reduction in fatal and serious injury crashes by 2030 and an eventual goal of eliminating fatal and serious injury crashes on City roadways. To accomplish these goals, the plan must be implemented in a deliberate way. Successful plan implementation will rely on committed leadership from the City of Tolleson.

Next Steps

Short-Term (0-2 Years)

The City should focus on low-cost recommendations that can be implemented quickly including:

- Implementing operational improvements
- Creating educational campaigns and programs to increase awareness of traffic safety
- Conduct location-specific studies

Medium-Term (2-8 Years)

The City should focus on infrastructure projects within its jurisdiction including:

- 91st Avenue improvements
- 99th Avenue improvements
- I-10 intersections signal timing improvements

Long-Term (8+ Years)

The City should focus on infrastructure projects outside its jurisdiction including:

- Buckeye Road: 107th Avenue – 75th Avenue
- 107th Avenue: Van Buren Street – Buckeye Road
- I-10 intersection on-ramp improvements

Add Projects to City Capital Improvement Plan

The City should place the recommended projects in its CIP to coordinate the timing and financing of projects. Additionally, more detailed studies may be needed to refine project recommendations. If funding is not available to implement all projects, the City should consider implementing individual solutions within projects, with a focus on higher-ranked solutions, until funding can be secured for all project components.

Apply for Grant Funding

SS4A Implementation grants provide federal funding to implement projects and strategies identified in an RSAP to address roadway safety issues. The City should apply for an SS4A Implementation grant to construct the projects recommended within the RSAP, particularly the higher-cost projects. The City should also consider federal grants such as the HSIP, SRTS, and TA funds, and state and regional funds and grants, to implement the rest of the projects.

Conduct Monitoring and Evaluation

On an annual basis, the City should review the most recent year's crash data, comparing it to trends from prior years as well as the RSAP goal of reducing fatal and serious injury crashes by 20% by 2030. Before-and-after studies should be conducted to evaluate the effectiveness of implemented safety improvements. Safety performance evaluation findings should be communicated to City staff and safety



partners, as well as the general public, either by updating the crash dashboard created for the RSAP or by posting the information on the City's website, to help the City assess if SAP updates are needed.

Introduction

Road Safety Action Plan

A Road Safety Action Plan (RSAP) is a way to prioritize safety improvements and justify future roadway investment decisions. An RSAP is a comprehensive safety plan aimed at reducing and eliminating serious injury and fatal crashes affecting all roadway users including pedestrians, bicyclists, transit riders, motorists, personal conveyance and micromobility users, and commercial vehicle operators. A formal plan helps communicate more clearly how the City of Tolleson will promote safety on local roadways and will assist in pursuing future funding opportunities.

Planning Process

The City initiated the RSAP in the summer of 2024 to upgrade evaluation tools; engage the public; collaborate with City staff from different departments; and create a transparent, comprehensive, and implementable safety plan. The planning process consisted of the following phases:

Discovery: The discovery phase included extensive data collection of traffic data, previous plans, regional and statewide safety initiatives, and understanding of the City's policies and procedures.

Safety Tools & Data Analysis: A review of 5-year crash data was used to determine the City's high-crash locations, crash types, and correlate the crash patterns with the region. A series of public engagement activities were used to better understand public concerns.

Goals & Visioning: The project team worked with various city departments and aligned with state and regional safety goals to develop an achievable safety vision for the City to adopt for the next five years and progress to **Vision Zero by 2050**.

Safety Strategies Development: The project team developed safety strategies following the Safe System Approach related to the 5 E's, for focus areas tailored to the needs of Tolleson's crash patterns, land uses, and vehicular mix.

Implementation of Safety Strategies: The project team developed a prioritization matrix and identified potential funding sources for implementing safety strategies. The safety strategies are categorized into short-term, mid-term, and long-term time frames.

Integration of New Strategies and Policies: Integration of the new strategies and policies includes council adoption of the new RSAP, implementation of the Safety Task Force Committee, integration of the new crash data dashboard and policies, and staff training for crash data dashboard.

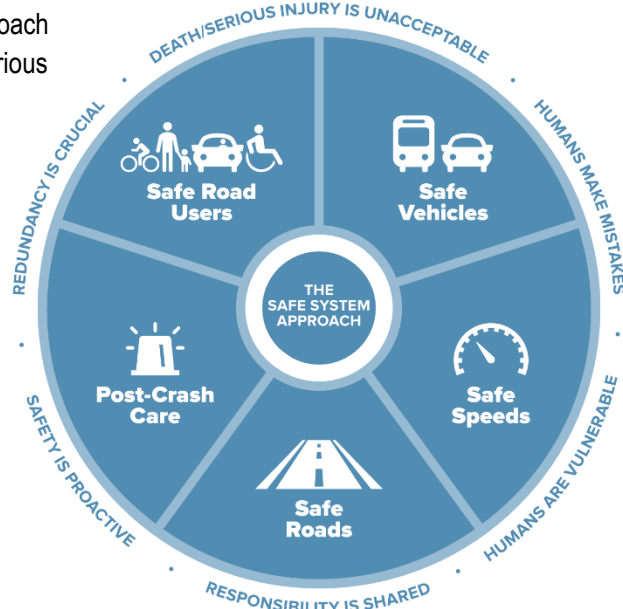
Federal Safe System Approach

When creating this RSAP, Tolleson strived to develop a plan incorporating statewide and regional safety initiatives, Vision Zero Network guidance, and federal guidance, to integrate best safety practices and programs to achieve its goal.

The Federal Highway Administration (FHWA) Safe System Approach (SSA) is a systemic approach that aims to eliminate fatal and serious injuries for all road users by acknowledging and accommodating the fact that **people will make mistakes, and crashes will still occur - but they shouldn't end in life-altering tragedy. All attempts must be made to keep the impact on the human body tolerable.**

The SSA program (see figure to the right) is based on a **human-centric approach** in transportation system design, proactively identifying and addressing risks and creating redundancies in safety measures:

- Death/Serious Injury is Unacceptable
- Humans Make Mistakes
- Humans are Vulnerable
- Responsibility is Shared
- Safety is Proactive
- Redundancy is Crucial



Source: FHWA

The five focus areas of the SSA are defined as:



The RSAP prepares the City for funding opportunities through the Federal Infrastructure Investment and Jobs Act (IIJA) by identifying a High Injury Network (HIN), developing actionable strategies that address fatal and serious crash trends, and creating comprehensive engineering, evaluation, equitable, educational, and enforcement solutions.

The City will continue to work with the federal, state (Arizona Department of Transportation [ADOT]), regional (Maricopa Association of Governments [MAG]), and neighboring agencies to align safety plans, actions, projects, policies, and funding strategies for implementation.

Vision & Goals

Vision Zero refers to the ultimate goal of eliminating all fatalities and serious injuries on Tolleson roadways. It begins with the ethical belief that everyone—people walking, biking, taking transit, and driving—has the right to move safely in their community; no one should be killed or seriously injured in crashes on the transportation network; and all traffic deaths are preventable. A Vision Zero commitment sets measurable objectives, establishes a clear schedule and time frame, and proposes strategies to accomplish the objectives.

Vision Statement:

The City of Tolleson will strive to protect all road users by reducing fatal and serious injury crashes by 20 percent by 2030, with a long-term vision of zero such incidents by 2050.

Goals:

Below are the goals and objectives required to establish the vision statement.

Goals	Objectives
City will implement Vision Zero – all infrastructure projects and programs will have a safety component	- Establish a Safety Task Force Committee consisting of a multi-department team for the continued oversight of reducing fatal and serious injury crashes - Establish a road safety coordinator position to oversee the progress of the Road Safety Action Plan - Develop a High-Risk Network and identify potentially high-risk locations. - Maintain the safety dashboard - Recognize and celebrate road safety success stories with the community
Engage the public to foster a culture of safety on the roadways	- Educate young drivers on road safety behavior - Improve safe travel to and from school for all travel modes - Educate pedestrians, bicyclists and motorcyclists on safe road practices
Embrace 5 E's of safety (Evaluation, Engineering, Enforcement, Education, & Equity) in all City initiatives and projects	- Create an internal, cross-department task force to review crash data - Develop policies and standards to improve safety for different types of roadways (arterials, collectors, local streets, freight corridors) and intersections
Engage with the police enforcement as a major partner to improve safety	- Deploy police personnel to enforce distracted driving, driving under the influence (DUI), speeding and parking restrictions - Effective crash coding and maintenance of crash data - Quick response team
Formalize partnerships outside Tolleson to share resources, and develop safety solutions to reduce crashes in Tolleson	- Participate in periodic (semi-annual) meetings with the adjacent agencies (Phoenix, Avondale, MCDOT, ADOT) to discuss safety concerns and upcoming infrastructure projects - Participate in the joint review of the projects to ensure safety components are addressed - Participate in the State and MAG Freight Management Plans.



On June 24, 2025, the Tolleson City Council voted to commit to Vision Zero by 2050, taking measurable, practical, and effective steps toward reducing fatal and serious injury crashes by 20 percent by 2030.

The City understands and commits that transportation safety is everyone's responsibility, including the City and road users. The City is proactive in employing programs and strategies to meet the City Council's adopted goals and objectives of zero traffic deaths by 2050. With this, the City of Tolleson will join numerous cities and regions in the nation to become part of the Vision Zero Network

Tolleson Safety Committee

The technical advisory committee established for the development of this safety action plan will become the Tolleson Safety Committee, which will be responsible for executing, monitoring, and reporting the progress of this safety action plan. The committee consists of members from the following City Departments:

City Departments in the Road Safety Action Committee:

City Manager's Office
Government Affairs Office
City Development Services
City Engineering and Public Works Department
City Police Department
City Fire Department

Current Members

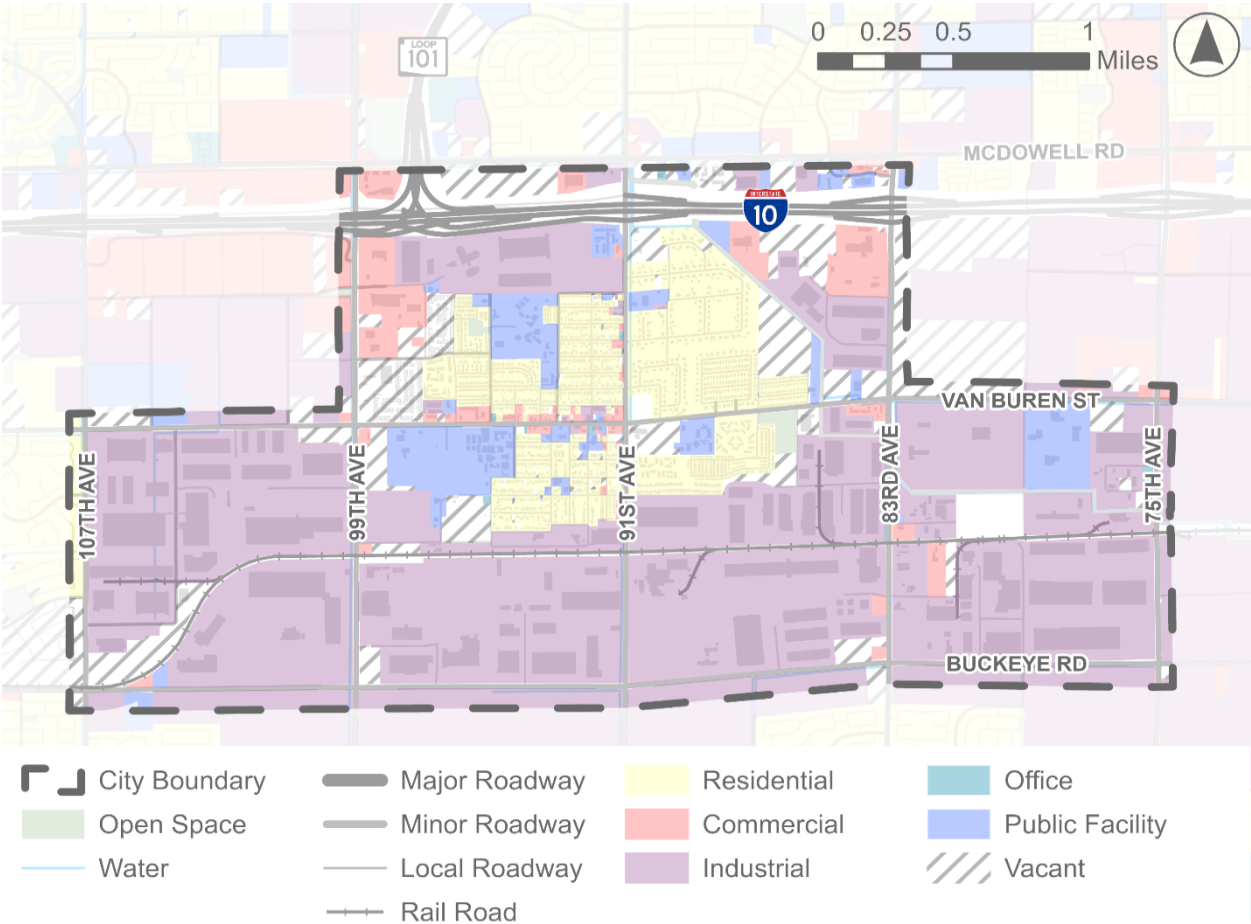
City Manager Reyes Medrano Jr.
Pilar Sinawi and Nico Gasca
Jason Earp
Chris Hamilton and Gabriel Elias
Chief Rudy Mendoza
Chief Michael Young



Study Area Overview

Figure 5 shows the RSAP study area, which consists of all local and arterial roadways within Tolleson. The land use mix in Tolleson consists of predominantly industrial and commercial uses and some residential. Tolleson has a large mix of warehouses and trucking industries, which results in several designated truck routes throughout the City.

Figure 5. Study Area and Land Use Map



Source: City of Tolleson

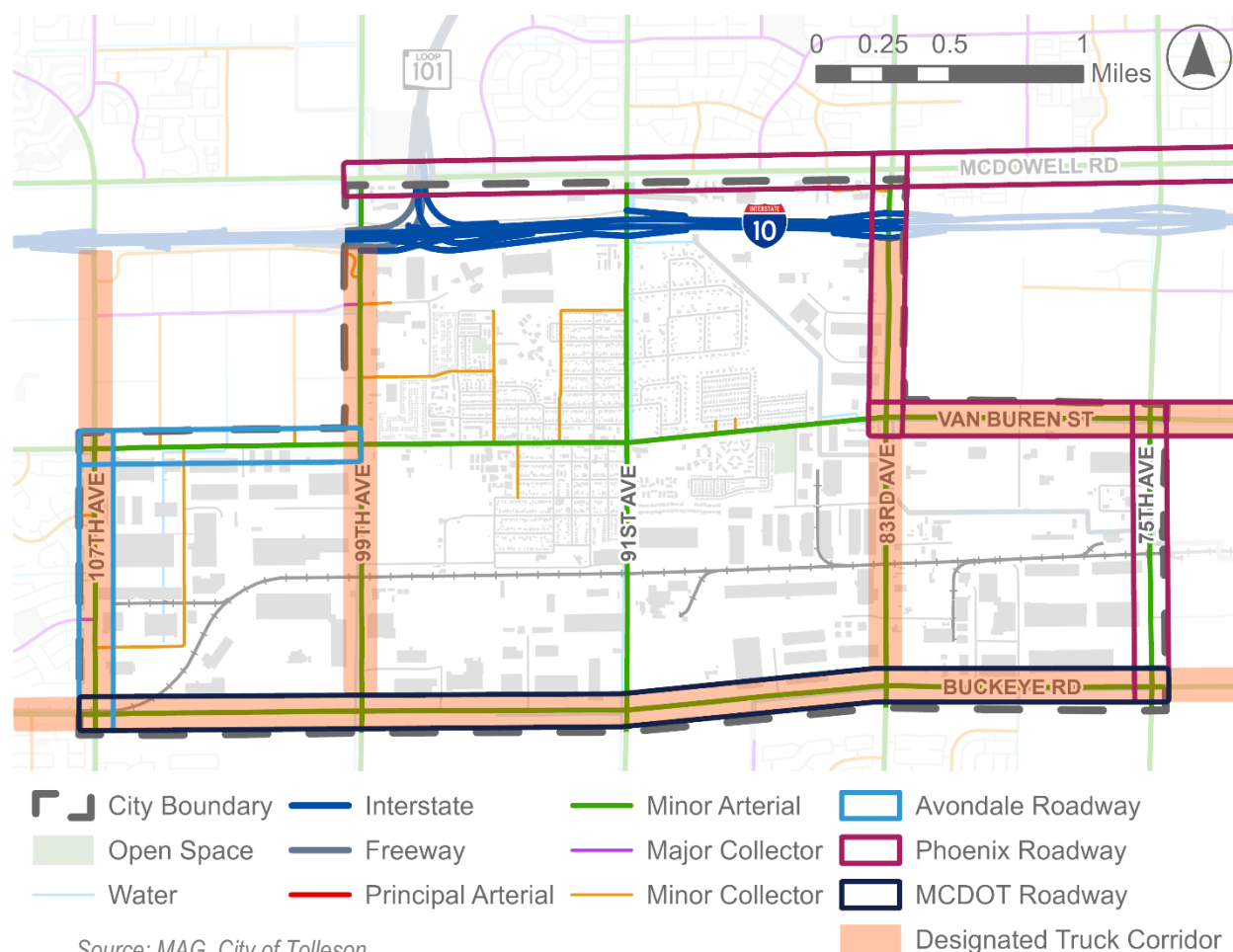
Roadway Classification

- **Arterial** – Roads generally intended for high volumes and speeds. Arterial roadways are consistent with the Phoenix-metro area's north-south and east-west oriented transportation grid. These roadways are typically higher-speed roadways connecting to the freeway system.
- **Collector** – Roads generally intended for moderate volumes and speeds. They connect arterial roadways to the local street network and are scattered throughout the study area.
- **Local** – These primarily serve residential areas that have low volumes and speeds.

The federal functional classification of the roads within Tolleson is shown in **Figure 6**. The State highways within the city limits (I-10 and Loop 101) are managed by ADOT and crashes on Loop 101 and I-10 are not included in the study. Entrance and exit ramp intersections were included in the analysis.

Tolleson has many roadways designated for truck traffic, which are also referred to as truck corridors or freight corridors and are shown in **Figure 6**. Although within Tolleson's jurisdiction, several roadways are owned and operated by neighboring transportation departments, such as Phoenix, Maricopa County, or Avondale; these roadways are also highlighted in **Figure 6**.

Figure 6. Federal Functional Classification

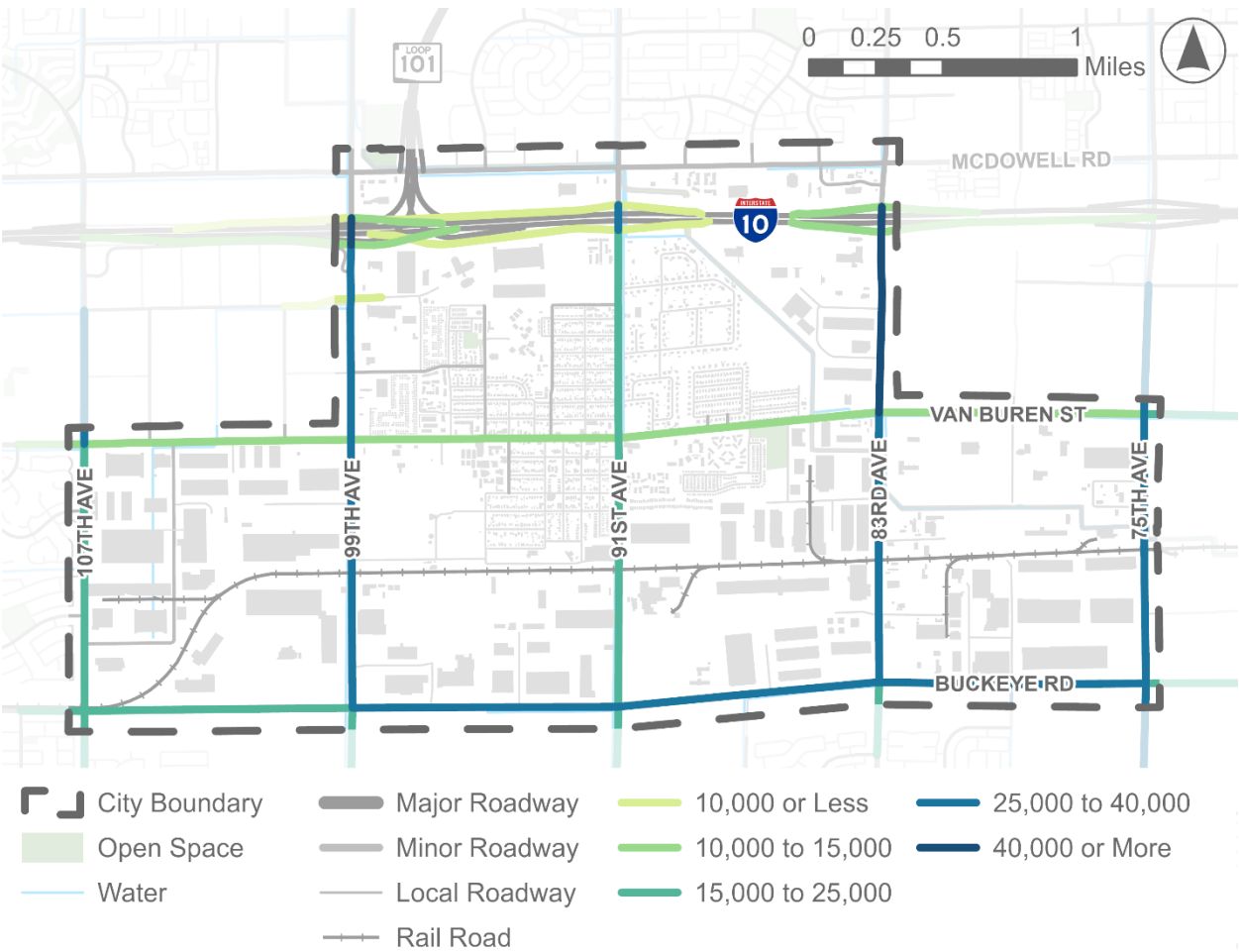




Traffic Volumes

Figure 7 shows the average daily traffic as obtained from the ADOT Traffic Data Management System (TDMS). The higher volume corridors within the City are also the designated truck corridors. During the field review, it was noted that there was one truck for every four to five cars, and from the ADOT TDMS truck volumes range between 15 to 25 percent of the daily traffic volumes on 99th Avenue, Buckeye Road, 83rd Avenue, and 75th Avenue.

Figure 7. Average Annual Daily Traffic



Source: ADOT TDMS

Equity Analysis

To develop a clear picture of the equity analysis within Tolleson, the data reviewed was done at the block level. This approach allowed for the most detailed, granular data analysis as it showed the most difference within a small study area such as Tolleson. The comprehensive equity score for the study area is shown in **Figure 8** on page 23.

Methodology

In reviewing the equity data available, a comprehensive approach was taken to incorporate data from four different sources/tools focused on equity. These four sources include Justice 40, the Social Vulnerability Index (SVI), EJScreen, and a proprietary Equity Needs Analysis using Census data. Each tool uses different measurements to display equity severity. This measurement was converted to a scoring system on a 0 to 5-point scale. Once each scale was overlayed statewide, the scores were then combined to establish a 20-point scale from the four sources to create a comprehensive lens to view equity in Tolleson.

Justice 40 Designated Places

The Justice 40 Initiative originates from Executive Order 14008. It encourages federal agencies to direct at least 40 percent of benefits in climate, clean energy, and transportation areas towards underserved communities. Identification of underserved communities is done through the Climate and Economic Justice Screening Tool (CEJST) created by the White House Council on Environmental Quality (CEQ), which utilizes a variety of publicly available data to determine what makes a community underserved and which “burdens” are most common. As a required data source for the RSAP, this data was first examined and laid the foundation for the remaining three data sources. A list of the burdens from the CEJST is shown in **Table 13**.

Table 13. CEJST Categories of Burdens

CEJST Categories of Burdens	
Climate Change	Legacy Pollution
Energy	Transportation
Health	Waste & Wastewater
Housing	Workforce Development

Social Vulnerability Index (SVI)

The SVI is a tool used by various agencies to determine the risk and resiliency of communities in the face of disaster, ranging from natural disasters such as tornados to manmade mishaps such as chemical spills. The SVI tool was created by the Agency for Toxic Substances and Disease Registry (ATSDR), which is an agency within the Center for Disease Control (CDC). The goal of the SVI tool is to “help public health officials and emergency response planners identify and map the communities that will most likely need support before, during, and after a hazardous event.” The ATSDR created the SVI through its Geospatial Research Analysis, and services Program (GRASP). To identify the SVI Score, the tool uses 16 U.S. Census variables, including age, crowding, and disabilities. The overall vulnerability is determined at the census tract level and is calculated as a percentage from zero to one, with the higher the value the higher the vulnerability. The SVI social factors are shown in **Table 14**.

Table 14. SVI Social Factors

Social Vulnerability Factors	
Socioeconomic Status	Racial & Ethnic Minority Status
Household Characteristics	Housing Type & Transportation



EJ Screen

Originating from the 1994 Executive Order 12898, the Environmental Justice Screening and Mapping Tool (EJScreen/EJ Mapper) was created. The order declared the Environmental Protection Agency (EPA) was tasked with determining where and what the potential for disproportionate environmental impact would be in the U.S. The updated tool provides data that was released on August 6th, 2024. There are 13 indicators and indexes that are ranked, those indicators are then counted to see how many are above the 80th percentile. The higher number of indexes above the 80th percentile, the higher the environmental impact. The 13 indicators and indexes are shown in **Table 15**.

Table 15. EJ Screen Indicators and Indexes

EJ Screen Indicators and Indexes	
Particulate Matter 2.5	RMP Facility Proximity
Ozone	Hazardous Waste Proximity
Diesel Particulate Matter	Underground Storage Tanks
Toxic Releases to Air	Wastewater Discharge
Traffic Proximity	Nitrogen Dioxide (NO2)
Lead Paint	Drinking Water Non-Compliance
Superfund proximity	

Census Demographics

2020 Decennial Census data and 2022 American Community Survey (ACS) data was used to analyze demographic information for the City at a block group level. The data includes population, employment, race/ethnicity, sex, income, and disability status. **Table 16** shows the demographics included in the equity needs analysis.

Table 16. Equity Needs Census Components

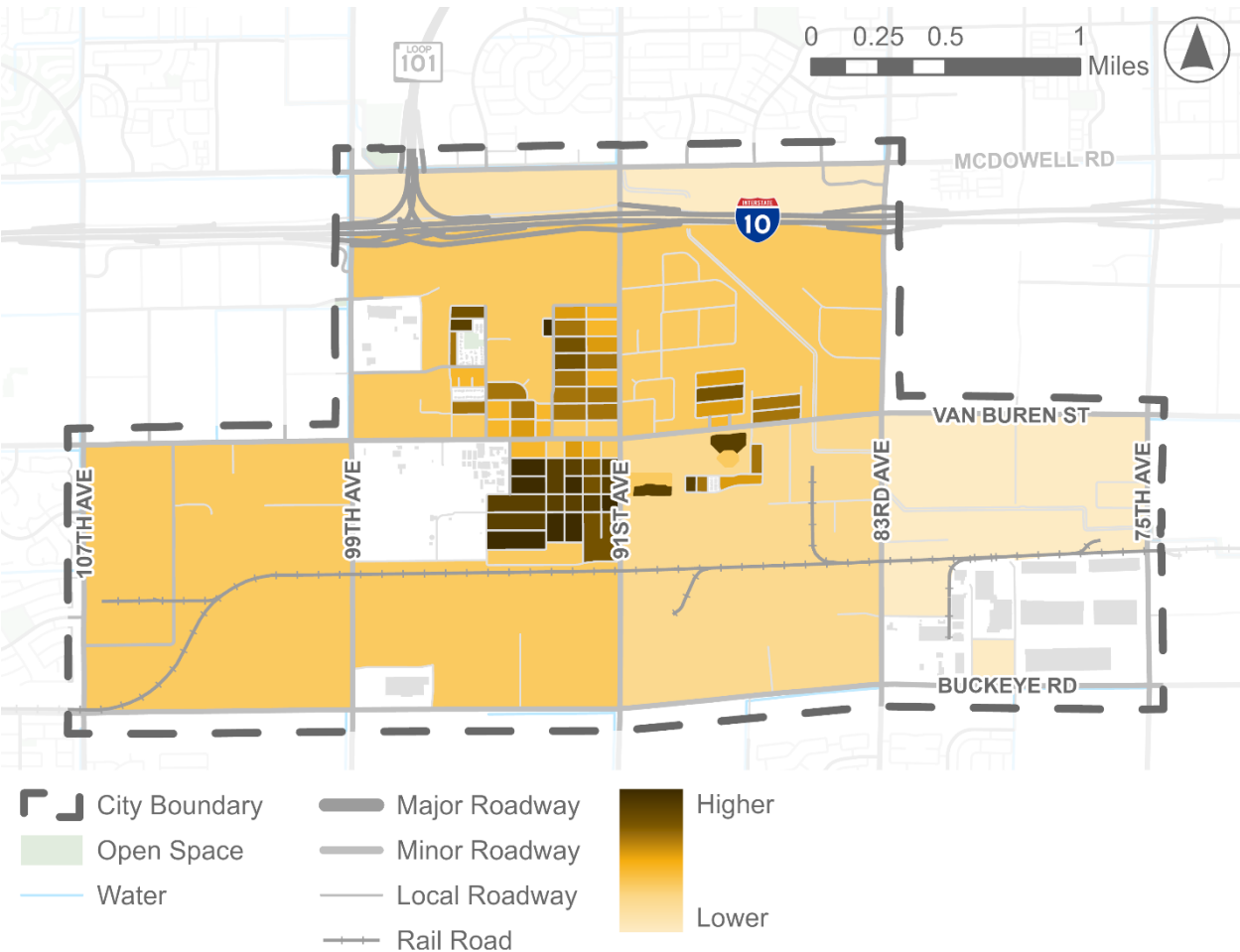
Equity Needs Census Components	
Population Density	Sex
Employment Density	Ethnicity
Foreign Born	Poverty
Race	Disability



Comprehensive Equity Score

Following the scoring of each equity dataset on a scale of 0 to 5, a combined equity score was applied to each block group to rank locations on a scale from 0 (least underserved) to 20 (most underserved). **Figure 8** shows the comprehensive equity score, following the combination of the four equity sources.

Figure 8. Comprehensive Equity Score



Previous and Ongoing Plan Review

A review of previous and ongoing planning efforts in Tolleson, the region, and the state provides a baseline understanding of relevant safety planning, analysis, and goals.

City of Tolleson General Plan 2024 (2014)

This General Plan provides the City with a guiding document. The plan has a variety of goals, policies, and strategies that address topics on healthy communities, walkable land use patterns, and sustainability. Within the transportation section, the plan covers the existing conditions of their roadway and the regional transit networks. Many of the policies mentioned in the section have a focus on promoting a variety of travel choices including expanding the bicycle and sidewalk networks and offering more transit services. This RSAP reviewed these policies to help understand where the City wants to focus when it comes to future development.

The General Plan established a vision for the City of Tolleson based on public input at meetings, events, and through a community survey. Tolleson citizens envision a city with the following attributes (bolded attributes are related to transportation facilities):

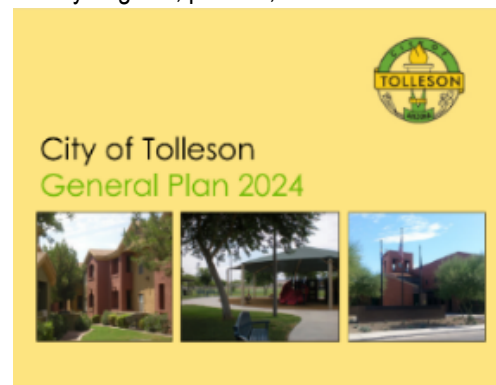
- A healthy balance of residential, commercial, and recreational land uses
- **A safe, efficient, and accessible transportation system**
- Quality housing for diverse family types and income levels
- Economic prosperity through a variety of small businesses
- Healthy lifestyles through a range of programs, policies, and facilities
- Conservation of natural resources
- Leadership in energy, air and water quality, and green building standards
- **A safe and friendly community**
- Continued growth and development

Below are the Transportation Goals and Strategies adopted in the General Plan:

Goal 1: Maintain and enhance streets to retain the “small town” character of Tolleson

Goal 2: Improve vehicular mobility

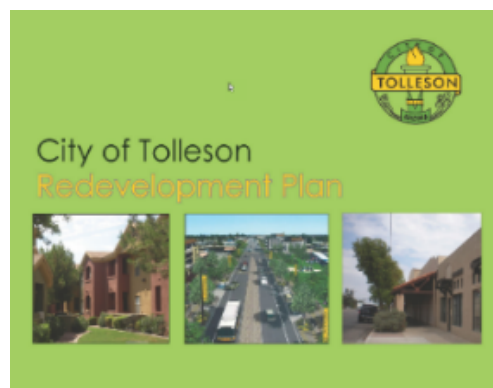
Goal 3: Promote travel choices



City of Tolleson Redevelopment Plan (2014)

The Redevelopment Plan was prepared in conjunction with the General Plan 2024. This plan provides a deeper focus on the City's core area with specific attention to housing and commercial developments. Within these areas there are different goals and strategies to address safety and connectedness ranging from increasing shade opportunities for pedestrians and bicyclists to developing an alley development program that helps connect pedestrians and bicyclists throughout the City and provides a buffer between residential housing and commercial building. Below are transportation related Goals and Strategies in the Redevelopment Plan:

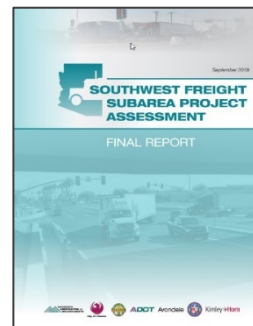
- *Improve streetscapes and street layouts.*
- *Make Van Buren Street an attraction to residents, tourists, and businesses*
- *Improve connectivity in Tolleson through Van Buren Street.*



MAG Southwest Freight Subarea Project Assessment (2019)

This assessment is a follow up document to the MAG Freight Transportation Plan. The assessment looks primarily at the area southwest of Phoenix, including the freight routes that intersect with Tolleson. The following recommendations are within the City of Tolleson and helped guide the development of recommendations in the RSAP:

- 83rd Ave at I-10 TI Improvements
- 99th Ave at I-10 TI Improvements
- Van Buren Street Improvements from 75th Avenue to 91st Avenue
- 75th Avenue at Van Buren Street Intersection Improvements
- 75th Avenue at Buckeye Rd/MC 85 Intersection Improvements
- 107th Avenue at Van Buren Street Intersection Improvements



MAG Regional Freight Transportation Plan (2017)

This plan reviews the freight transportation network throughout Maricopa County and analyzes freight traffic flows, and freight activity. The plan assesses the status of the freight network against established goals to determine development needs. Tolleson's roadway network has several important freight lines that run along the border and through the City itself. For this reason, the assessment from this plan provided examples of freight-related policy and goals for the City.



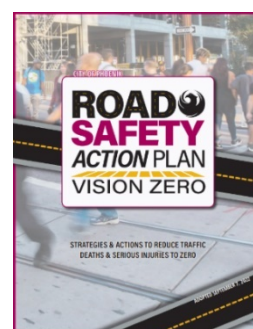
PlanPHX 2025 General Plan Update (2024)

The General Plan was developed with goals and policies built around the City of Phoenix's vision for their development. Several goals focused on connecting people and developing networks within the City and with the surrounding municipalities. This plan is the most recent general plan for Phoenix and provides a high-level overview of the villages including Estrella and Maryvale. Since the City of Phoenix acts as the border with the City of Tolleson on several of its sides, policies, goals, and proposed projects from the City of Phoenix have the potential to impact the City of Tolleson. The City of Phoenix also acts as an example for any new policy recommendations with the shared roadway network that the two cities have.



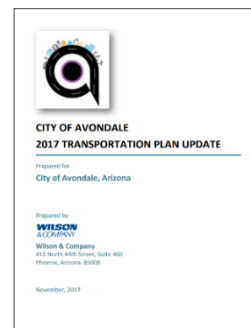
Phoenix Road Safety Action Plan (2022)

The Phoenix RSAP is a plan with the goal of reducing the number of fatal and serious injury crashes to zero in a collection of cities. It looks at crash incident data and compares Phoenix to other cities that have taken up the goal of Vision Zero. The plan has links to other documents that have recommendations for policies and strategies to make roadways safer. These recommendations can help guide the City to match closely with their neighboring city, Phoenix.



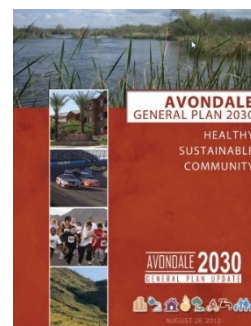
Avondale Transportation Plan Update (2017)

The Transportation Plan examines the transportation infrastructure for the City of Avondale and provides recommendations for improvements. It provides recommended projects for roadways within Avondale, several of which are shared borders with Tolleson, and others are improvements that will increase the number of vehicles that the road can accommodate. These new improvements could increase the number of vehicles that are traveling into or through Tolleson.



Avondale General Plan 2030 (2012)

The Avondale General Plan 2030 was developed in 2012. Acting as a guide for Avondale, there are projected development plans and strategies to accompany their growth. Since Avondale borders Tolleson to the west, there are policies and strategies that should be considered when examining the future projections of development. Also, because I-10 is a primary travel route for Avondale, there are strategies and policies that are focused along this route and found at the Tolleson border. Development along the western border of Tolleson could lead to an increased number of vehicles passing through the Tolleson moving along the arterials and the freeway.



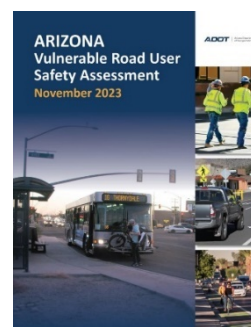
ADOT SHSP and ATSAP (2024)

ADOT developed its Strategic Highway Safety Plan (SHSP) and Active Transportation Safety Action Plan (ATSAP) simultaneously in 2024. The SHSP, which is an update to the 2019 Strategic Traffic Safety Plan (STSP), identified emphasis areas to guide the planning effort, including human behavior, lane departure, intersections, vulnerable road users, and tribal lands. The identified emphasis areas will guide the recommendations and projects developed in the SHSP. The ATSAP developed priority segments and intersections for active transportation improvements and recommended projects.



ADOT Vulnerable Road User Safety Assessment (2023)

ADOT's Vulnerable Road User Safety Assessment (VRUSA) is an assessment required by FHWA for inclusion in the SHSP that focuses on vulnerable road users (VRUs) in Arizona. The term VRU refers to pedestrians, bicyclists, and others walking on the road such as construction workers and first responders. The study evaluated historical safety trends for crashes involving VRUs, VRU activity, equity, and stakeholder input to develop strategies and programs to improve the safety of VRUs in Arizona. This assessment has developed the VRUSA's VRU Safety Countermeasure Selection Matrix Tool which provides optimal strategies to implement based on three overarching categories. The tool identifies countermeasures by type, cost, and Safe System Approach effectiveness criteria. Although the City of Tolleson was not identified as a high priority VRU safety improvement area, the Tolleson RSAP should reference the Countermeasure Selection Matrix.



ADOT Strategic Traffic Safety Plan (2019)

The STSP is a statewide coordinated policy-based framework aimed to reduce serious injuries and fatalities on public roads. Within the plan the following five emphasis areas were highlighted: Highway Safety (behavior-related), Intersections, Lane Departures, Pedestrians and Safety-Related Data. Although there are no location-specific recommendations, the STSP's overall analysis and recommendations apply as it is a statewide effort. These identified emphasis areas can be used statewide, including in Tolleson. Planning around these five emphasis areas allows the City to provide a safe roadway network for both pedestrians and vehicle users.



Safety Performance Analysis

This section presents the safety analysis conducted for the RSAP. The safety performance analysis was designed to provide insight into identifying a high-crash network and a high-risk network.

Tolleson Crash Trends

The safety performance for the City from 2019 through 2023 is summarized below. **Figure 9** shows the number of total crashes by year, which has remained consistent. The total crashes ranged from 413 in 2020 to 573 in 2021. **Figure 10** shows the total fatal and serious injury crashes ranging from a low of 12 in 2019 to a high of 18 in 2021. As shown in **Figure 11**, fatal crashes and serious injury crashes make up nine percent of all injury crashes. **A total of 72 fatal and serious injury crashes were recorded from 2019 through 2023.**

Figure 9. Crashes by Year - All Crashes

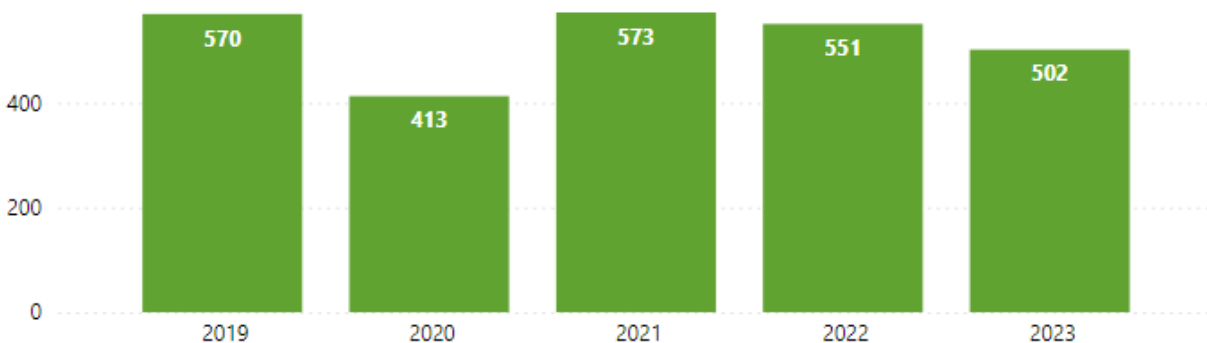


Figure 10. Fatal and Serious Injury Crashes

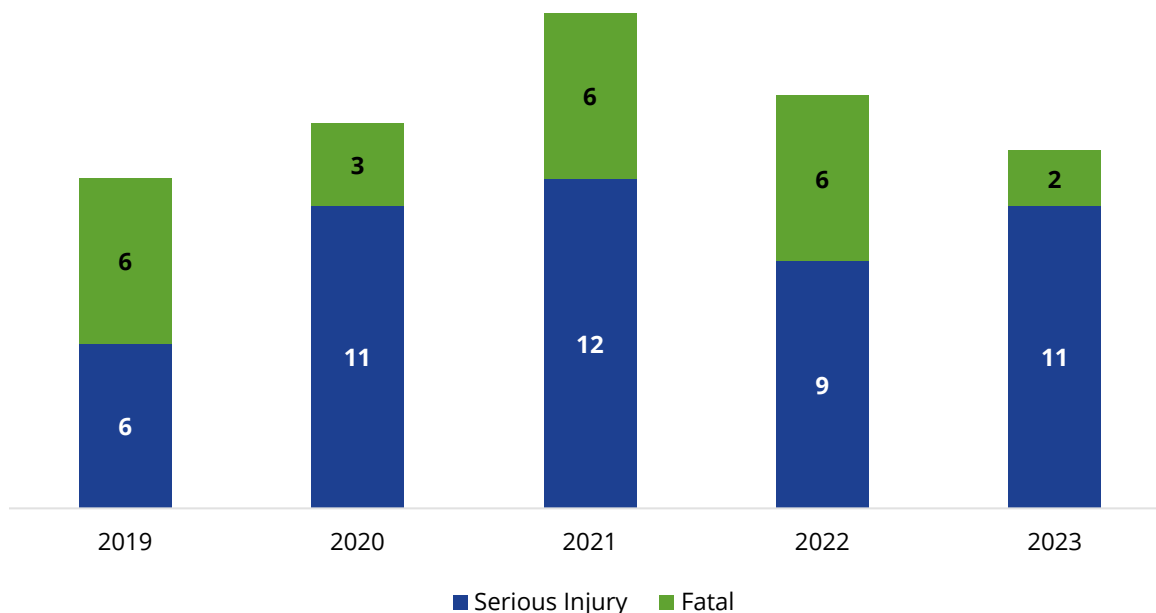




Figure 11. Injury Severity for All Crashes

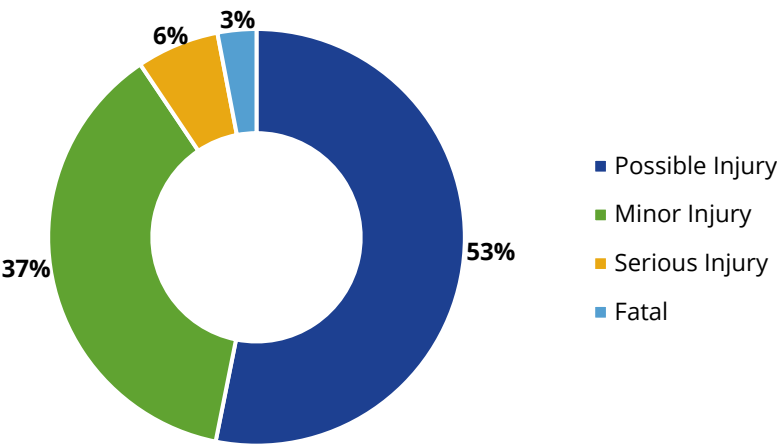


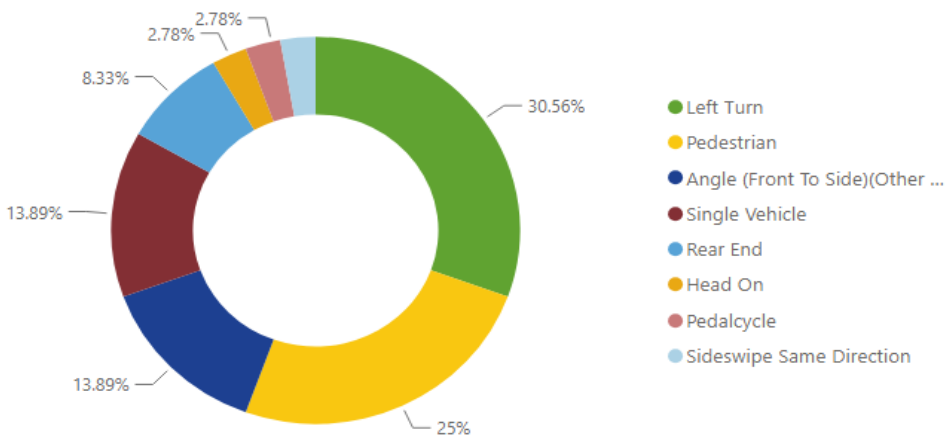
Table 17 shows the manner of collisions for all crashes in Tolleson between 2019 and 2023. The most common manners of collision were rear end, left-turn, sideswipe, and angle crashes.

Table 17. Manner of Collision for All Crashes

Collision Manner	Percentage of Total
Angle (Front to Side)	13%
Head On	2%
Left Turn	23%
Rear End	33%
Sideswipe	16%
Single Vehicle	6%
Other	5%

Figure 12 shows the distribution of fatal and serious injury crashes in Tolleson between 2019 and 2023 by collision manner. Approximately 31 percent (11 crashes) of fatal or serious injury crashes were left turn crashes and 28 percent (10 crashes) were pedestrian or bicycle crashes. Four fatal and serious injury crashes involved motorcycles.

Figure 12. Fatal and Serious Injury Crashes by Collision Manner



Crash Density and Severity

Figure 13 shows the crash density for all crashes in the study area between 2019 and 2023. Crash concentrations generally correspond with intersections.

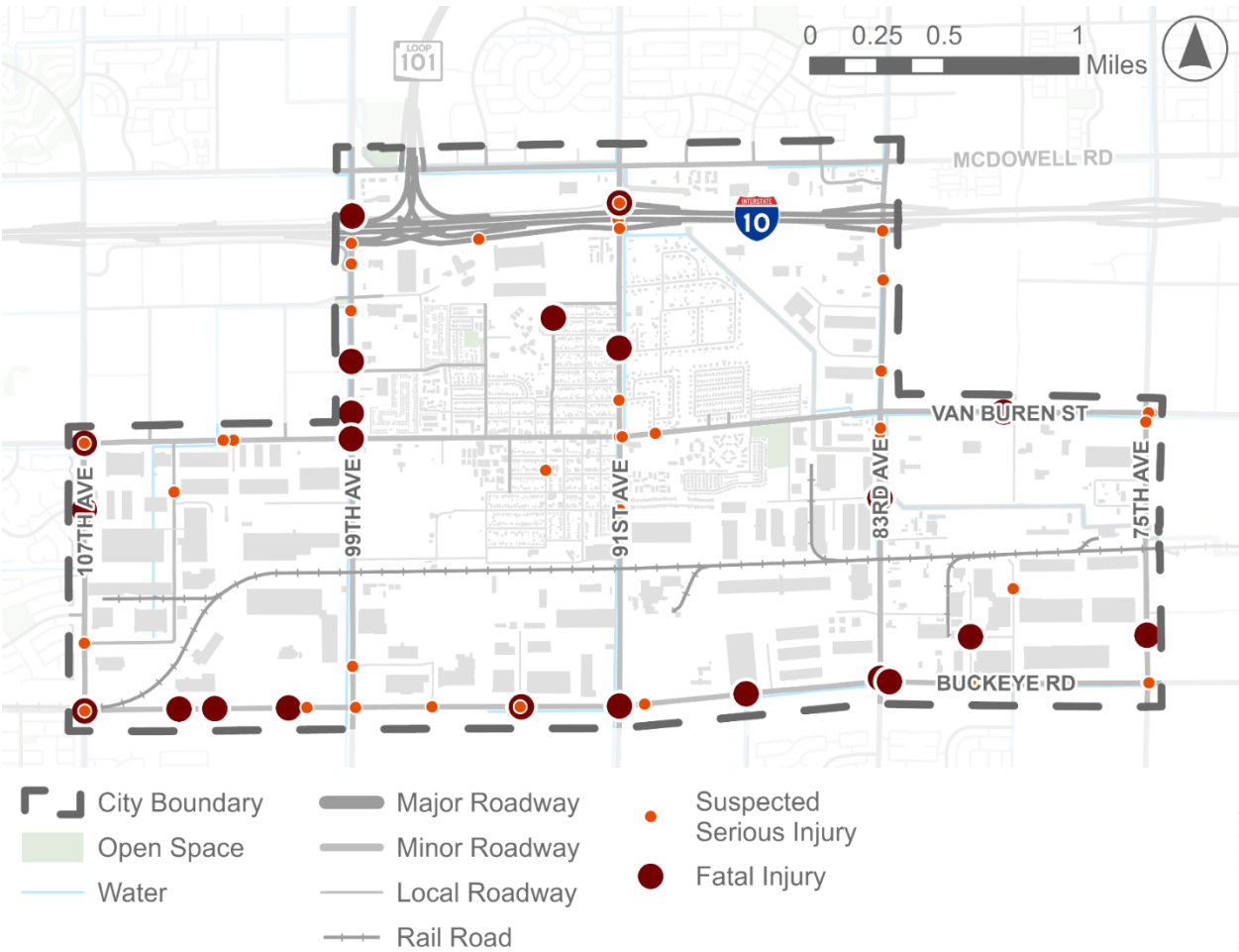
Figure 13. Crash Density Map



Figure 14 shows the locations of the fatal and serious injury crashes in Tolleson between 2019 and 2023. Buckeye Road and 99th Avenue had the most fatal crashes within the timeframe



Figure 14. Crash Severity Map

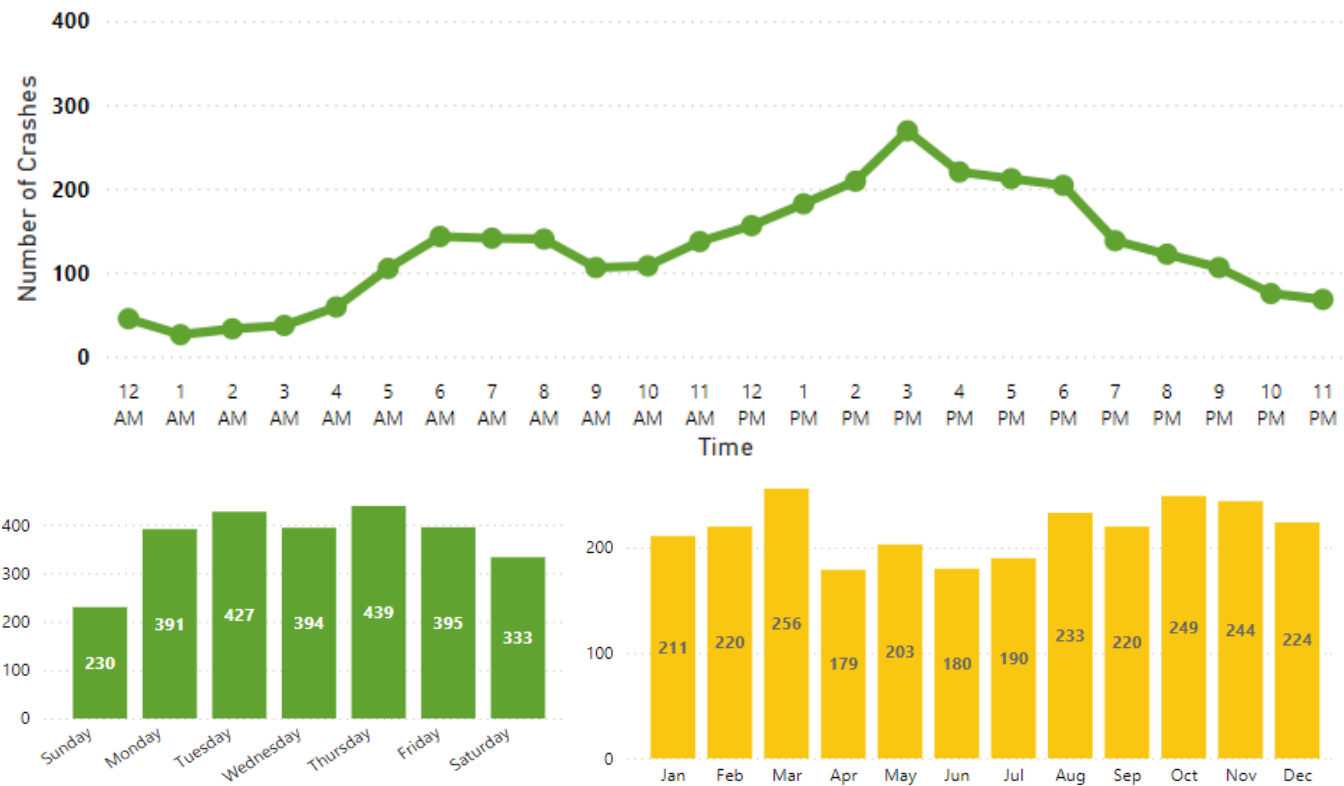




Time of Day Crash Trends

Figure 15 shows time of day distribution of crashes, the day of week, and month of year distribution for all crashes in Tolleson between 2019 and 2023.

Figure 15. Crash Trend by Time of Day, Day of Week and Month of Year



Vulnerable Road Users

Crashes involving VRUs (pedestrians and bicyclists) in Tolleson from 2019 through 2023 are summarized below. All 37 pedestrian and bicycle involved crashes resulted in injury. Typically, a non-injury pedestrian and bicycle crash is not reported since the damage value is less than \$1,000. A total of 11 fatal pedestrian and bicycle crashes were recorded in the five-year study period. **Figure 16** shows the pedestrian and bicyclist crashes by year, which peaked at a combined total of 11 in 2021. Fatal crashes make up 30 percent of crashes involving pedestrians and bicyclists. **Figure 17** shows the pedestrian and bicyclist crashes in the study area.

Figure 16. Vulnerable Road User Crashes Summary

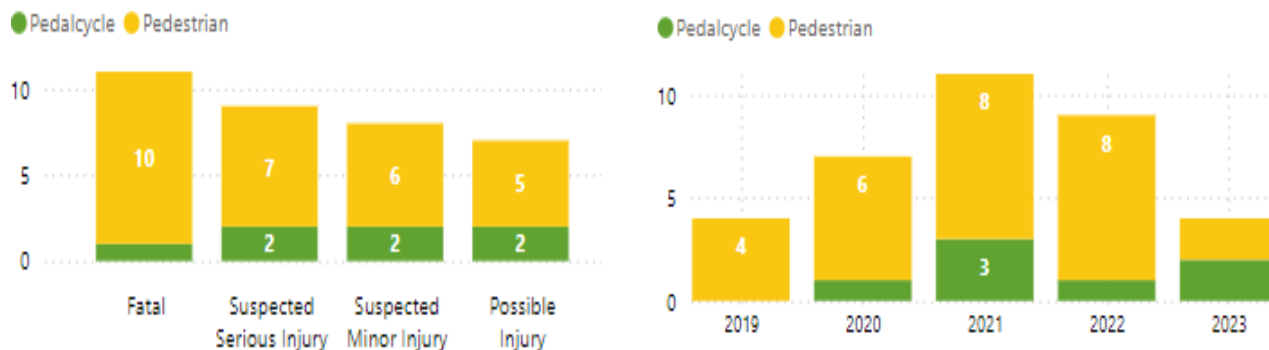
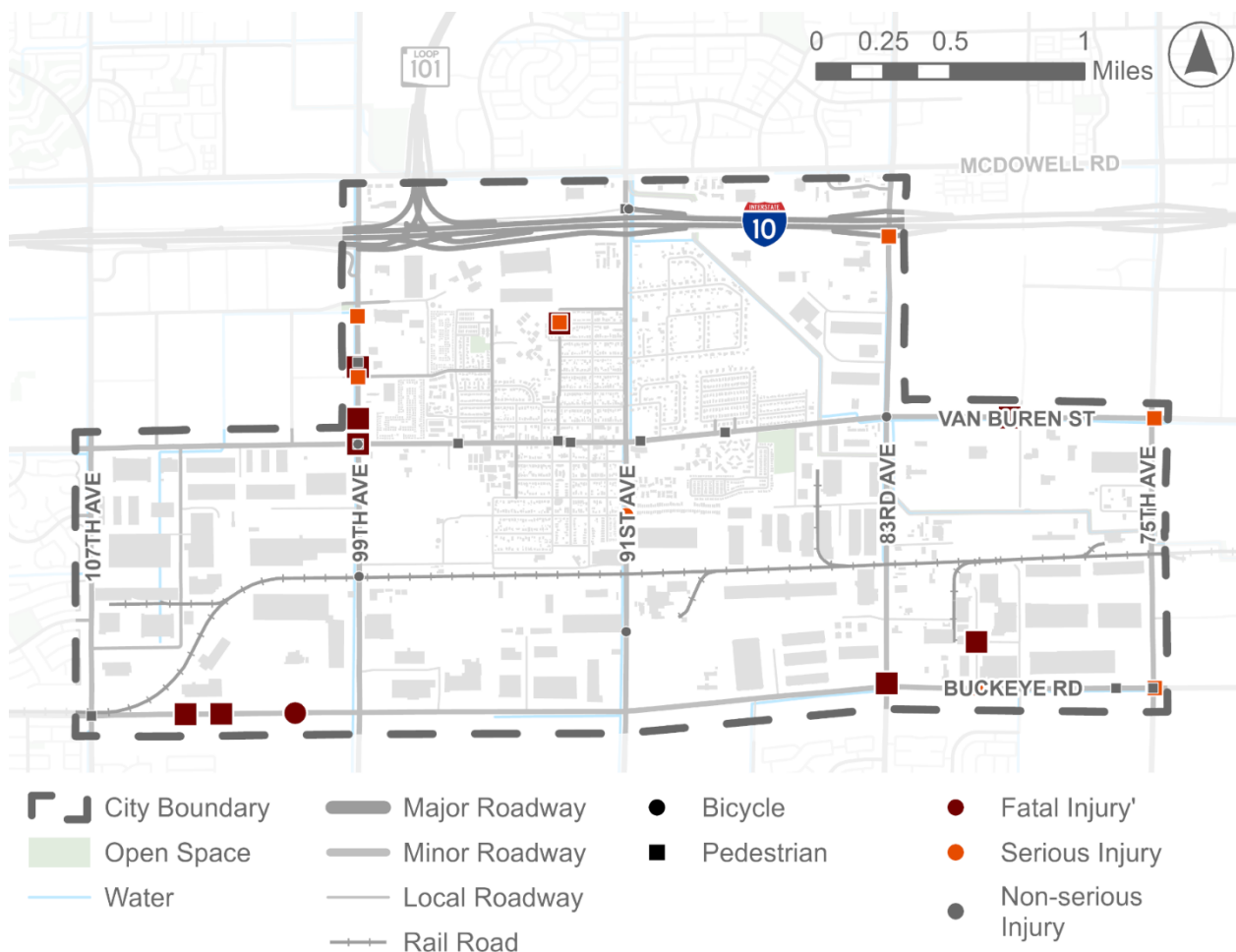


Figure 17. Pedestrian and Bicyclist Fatal and Serious Injury Crashes Map

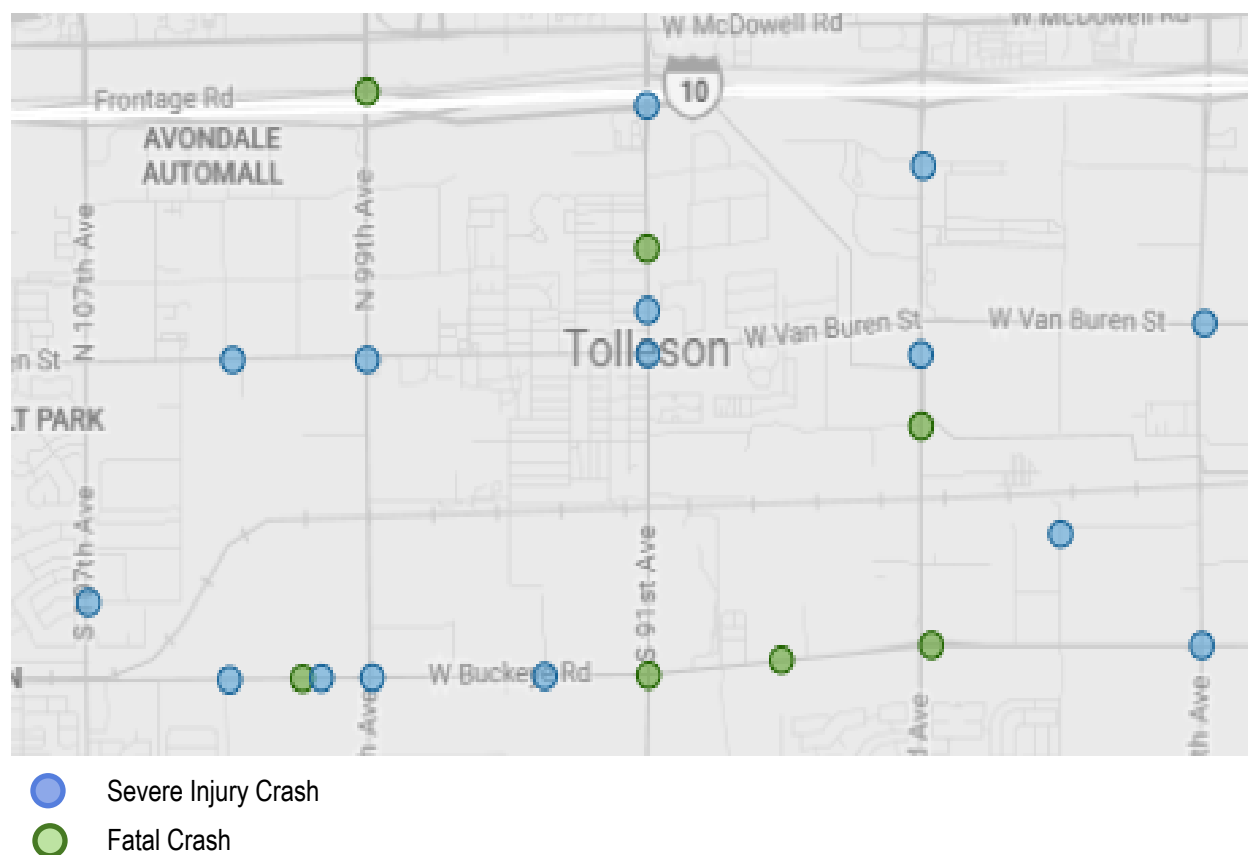


Tolleson Specific Observations

Younger Driver (Age 16-25) Involved Crashes

Approximately 10 fatal and serious injury crashes involved a younger driver aged between 16 and 25, and approximately 400 crashes involved younger drivers. This pattern of younger driver crashes is higher than the state and regional averages. **Figure 18** illustrates the locations of these fatal and serious injury crashes. Predominantly, these were either rear-end or left-turn type of crashes.

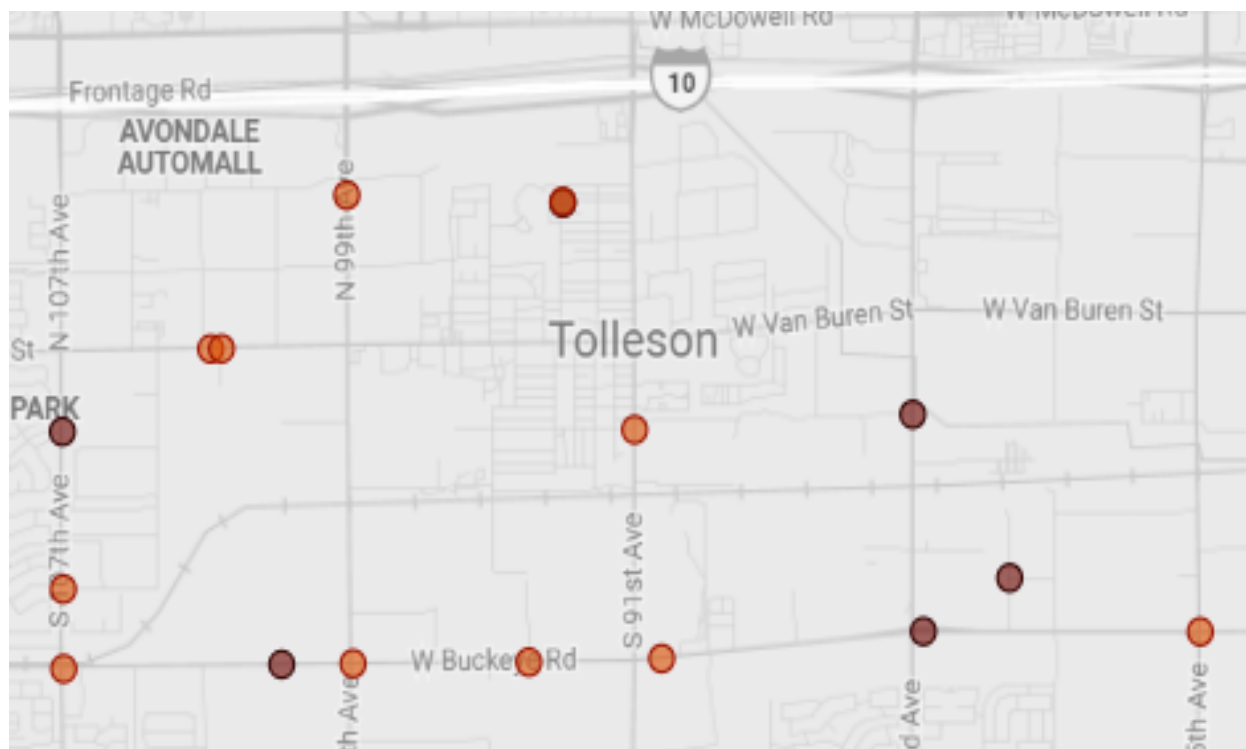
Figure 18. Younger Drivers Involved Fatal or Serious Injury Crashes (2019 and 2023)



Truck-Related Crashes

One of the major land uses in Tolleson is large-scale industrial warehouses. This attracts many trucks and freight that travel through the designated City corridors. Approximately 17 fatal and serious injury crashes involved freight vehicles. **Figure 19** shows the location of truck-related crashes in Tolleson between 2019 and 2023.

Figure 19. Freight Truck-Related Crashes between 2019 and 2023



- Severe Injury Crash
- Fatal Crash

Crash Coding

While reviewing the crash data obtained from ADOT, several crashes were wrongly reported/coded. Many sideswipes, and pedestrian or bicycle crashes were coded as angle crashes. These errors were manually filtered and corrected for this analysis; however, erroneous coding of vehicle type was not corrected as there were no means to verify the data. **Figure 19**, on page 22, shows several truck-related crashes in neighborhoods, and it is expected that pick-up truck-related crashes were wrongly coded as semi-truck-related crashes. Since there is no means to verify this data, these crashes were not revised or corrected.

Secondly, several pedestrian-related serious injury and fatal crashes were not coded correctly, and only a small amount of information was available from the crash database. Actual crash reports are needed to understand the primary cause of these crashes.

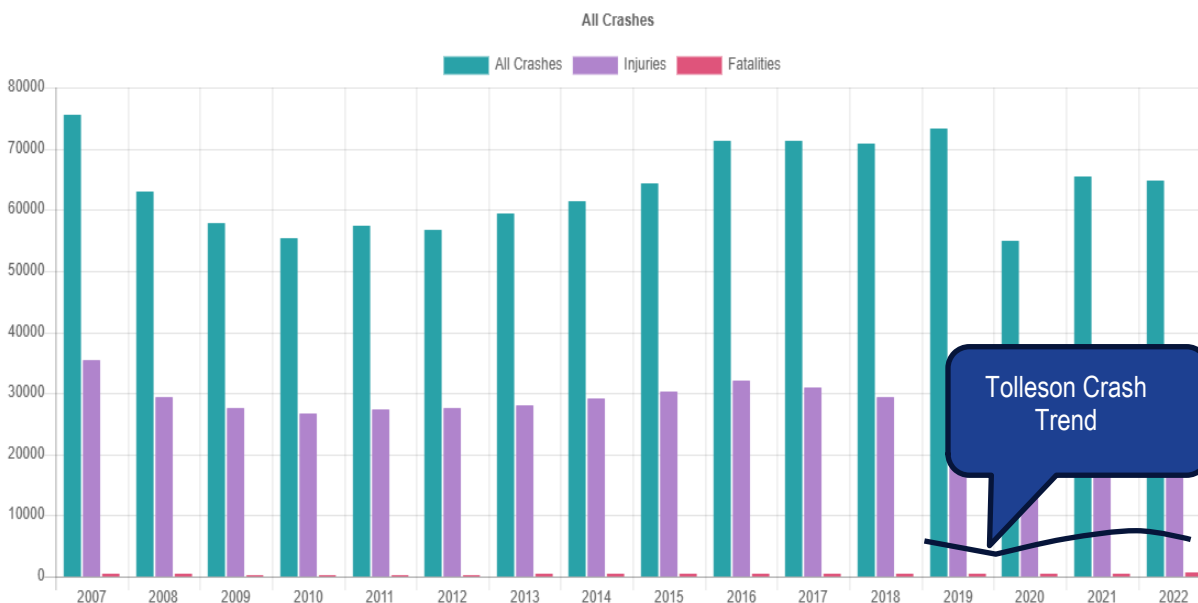
Lastly, the crashes in Tolleson are coded by many police departments, such as the Phoenix Police Department, the Maricopa County Sheriff's Office, and the Tolleson Police Department (PD). While an attempt was made to segregate the crashes by roadways within and outside Tolleson, several crashes on Van Buren Street near 91st Street, although within Tolleson, were wrongly coded as outside Tolleson. This is because these crashes were coded by a police department other than the Tolleson PD. Although this has a minor impact on the crash data analysis, in the future, coding officers should ensure that the right jurisdiction is identified in the crash database.

Regional and Statewide Safety Initiatives

MAG Area Comparison

MAG has compiled crash data for the region from 2007 through 2022. MAG data from 2019 through 2022 shows similar crash trends to those in Tolleson. **Figure 20** shows the comparison of total crashes in the MAG region and the Tolleson crash trend line during the five-year study period (2019-2022).

Figure 20. Comparison of MAG Area Crash Trends with Tolleson Crash Trend



MAG has identified the intersection of I-10 at 99th Avenue as one of the top 100 high-crash risk intersections. This intersection was also identified under the network screening method applied for this RSAP as one of the priority intersections. However, this intersection is owned by ADOT, so Tolleson must collaborate with ADOT to implement the countermeasures identified for this location.

MAG has assisted local agencies with acquiring local, state and federal funds and has developed and released several road safety programs. These funding options and resources are available for the City to apply for funding for evaluation, design, and deployment, and adoption and implementation within its jurisdiction.

In review of the MAG *Regional Freight Transportation Plan* and the *Southwest Freight Subarea Project Assessment Report*, there have been roads within the City of Tolleson limits identified as truck routes by other jurisdictions. The MAG *Regional Freight Transportation Plan* has a map and ranking system that identified six roads that are within Tolleson.

- 107th Ave
- 99th Ave
- 83rd Ave
- Buckeye Rd
- Van Buren St
- Interstate 10

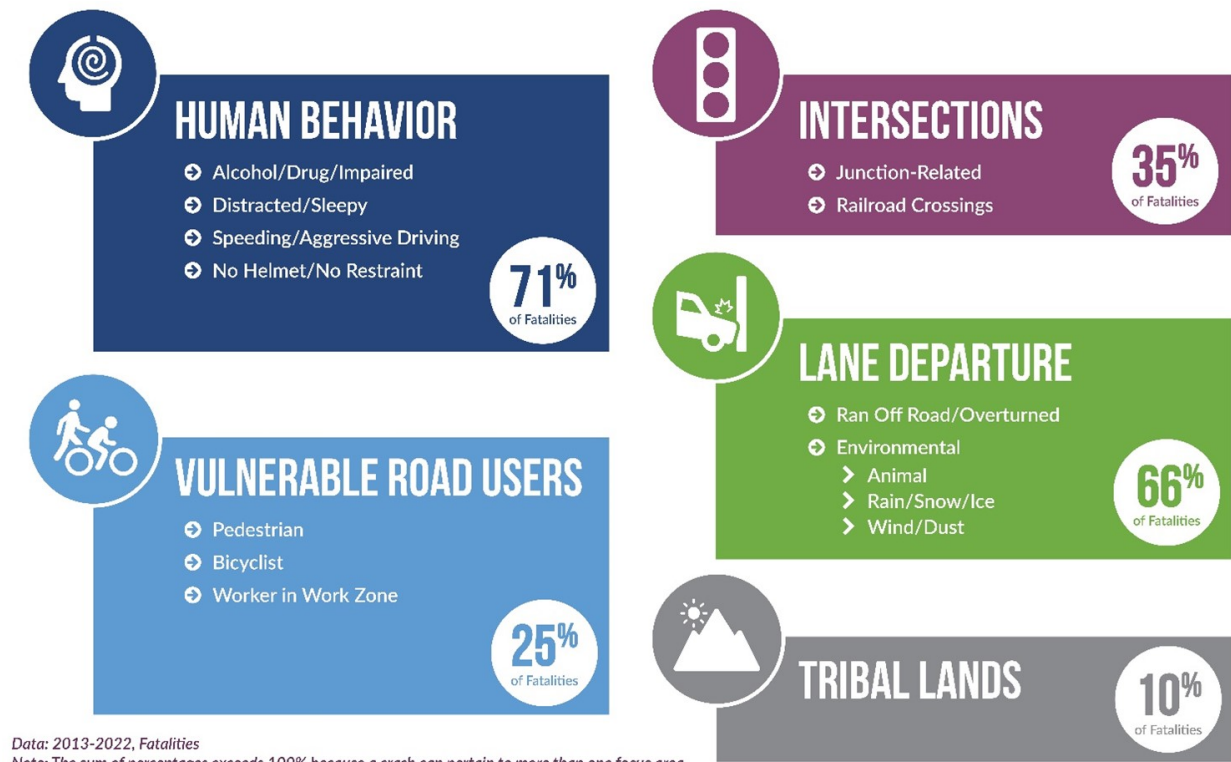
Only one road from this list was ranked in this plan. Van Buren Street from 83rd Ave to 75th Ave was scored according to the four goals that the plan laid out. These goals were System Preservation and Safety, Access and Mobility, Sustaining the Environment, and Accountability and Planning. Each goal was scored on a scale of 1 to 9 based on its criteria, and the scores were averaged across the board. The Van Buren Street scored a 5.4 with getting a 1 in goals 1 and 4 and a 9 in goals 2 and 3. This score was amongst the highest in the plan.



ADOT SHSP Safety Emphasis Area Comparison

ADOT completed the Strategic Highway Safety Plan (SHSP) in 2024 and this study established five safety emphasis areas for Arizona: human behavior, vulnerable road users, intersections, lane departure, and tribal lands (as shown in **Figure 21**). All of these emphasis areas apply to Tolleson except the tribal lands emphasis area. Safety strategies identified to mitigate crashes in these emphasis areas can be reviewed while developing countermeasures for the City.

Figure 21. Statewide Fatalities by SHSP Safety Emphasis Area



Data: 2013-2022, Fatalities
Note: The sum of percentages exceeds 100% because a crash can pertain to more than one focus area.

Tolleson Fatal Crashes by SHSP Safety Emphasis Area

Fatal crashes in Tolleson were organized by each SHSP safety emphasis area to identify if local safety trends mirror statewide trends. **Table 18** shows the fatal crashes by safety emphasis area (the tribal lands emphasis area was excluded due to no tribal lands existing within the City). Like statewide trends, the human behavior-related emphasis area accounted for the highest percentage of fatal crashes in Tolleson. The intersection emphasis area-related crashes accounted for the second highest percentage of fatal crashes in Tolleson.

Table 18. Fatal Crashes in Tolleson by SHSP Safety Emphasis Area

Safety Emphasis Area	Tolleson (%) of Fatalities	Statewide % of Fatalities
Human Behavior	69%	71%
Lane Departure	14%	66%
Vulnerable Road Users	28%	25%
Intersections	44%	35%



ADOT VRUSA CRASH LIGHTING CONDITION COMPARISON

ADOT's VRUSA identified statewide historical safety trends for crashes involving VRUs. One notable finding was that statewide, **67 percent** of pedestrian fatalities and serious injuries occurred at night, as shown in **Figure 22**. By comparison, **Figure 23** shows **55 percent** of pedestrian crashes occurred at night in the Tolleson study area.

Figure 22. Arizona Pedestrian Serious Injuries and Fatalities by Lighting Condition

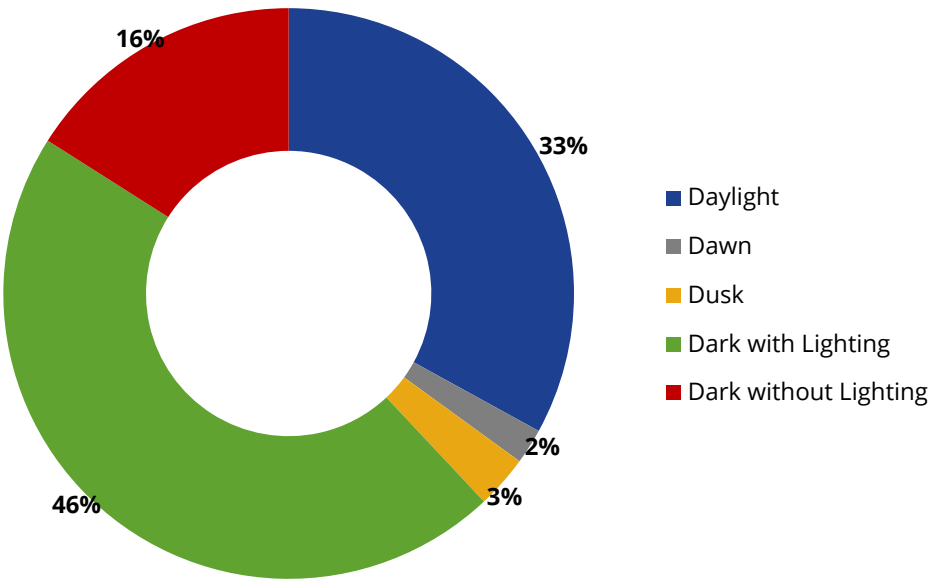
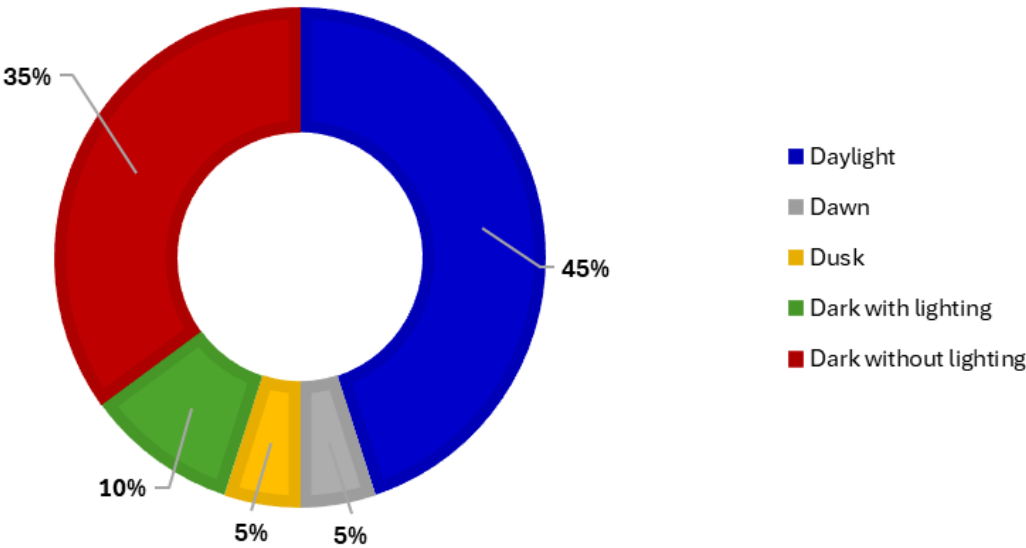


Figure 23. Tolleson Pedestrian Serious Injuries and Fatalities by Lighting Condition





Regional, State, and Federal Safety Initiatives

MAG Safety Programs Initiatives:

- **Left-turn Crash Mitigation Implementation Template and Guidance:** MAG developed this guidance document to address fatal and serious injuries crashes at intersections related to creating positive offsets at left-turn lanes.
- **See Me AZ Program:** MAG's Pedestrian and Bicycle Safety Education and Enforcement program provides regional resources for improving pedestrian and bicyclist safety in the region.
- **Road Safety Program (RSP):** The MAG RSP was initiated in September 2019 by MAG to supplement the state's Highway Safety Improvement Program (HSIP). The RSP assists with providing additional funding in the short term. MAG will facilitate a Highway User Revenue Fund (HURF) swap and regional safety program that can improve the safety conditions of our roadways in all areas, from rural to dense urban. MAG developed this program to address these critical regional funding needs in the near term. Although this program did sunset, a similar program is anticipated through the new Prop 479 funds.
- **Local Agency Safety Studies (LASS):** This program provides member agencies the opportunity to submit candidate projects for inclusion in the LASS Program. Applications may be submitted for Road Safety Assessments (RSAs), Design Phase RSAs, or other studies at high-priority crash locations or corridors to identify appropriate countermeasures for prioritization and implementation.
 - **RSA Program:** Assist agencies in developing a proactive approach to improving road safety through a formal examination of a particular intersection or a corridor from a road safety viewpoint.

Federal Initiatives Locally Administered through MAG and ADOT:

- **Safe Routes to School Program:** Safe Routes to School (SRTS) provides resources, including evaluation and recommendations, to create a safe walking and biking path to school. This program offers schools and municipalities the opportunity to administer SRTS initiatives and activities
- **Highway Safety Improvement Program:** HSIP was introduced through federal surface transportation legislation, first in the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for User (SAFETEA-LU) and now identified in IIJA. It specifically focuses on improving road safety. This program has been administered and managed by ADOT.
- **Transportation Alternatives Program:** The Transportation Alternatives (TA) program under the Surface Transportation Block Grant (STBG) Program provides funding for various transportation projects aimed at improving pedestrian and bicycle facilities, community improvements such as historic preservation and recreational trails, SRTS projects, and vulnerable road user safety assessments. This program has been administered and managed by ADOT.

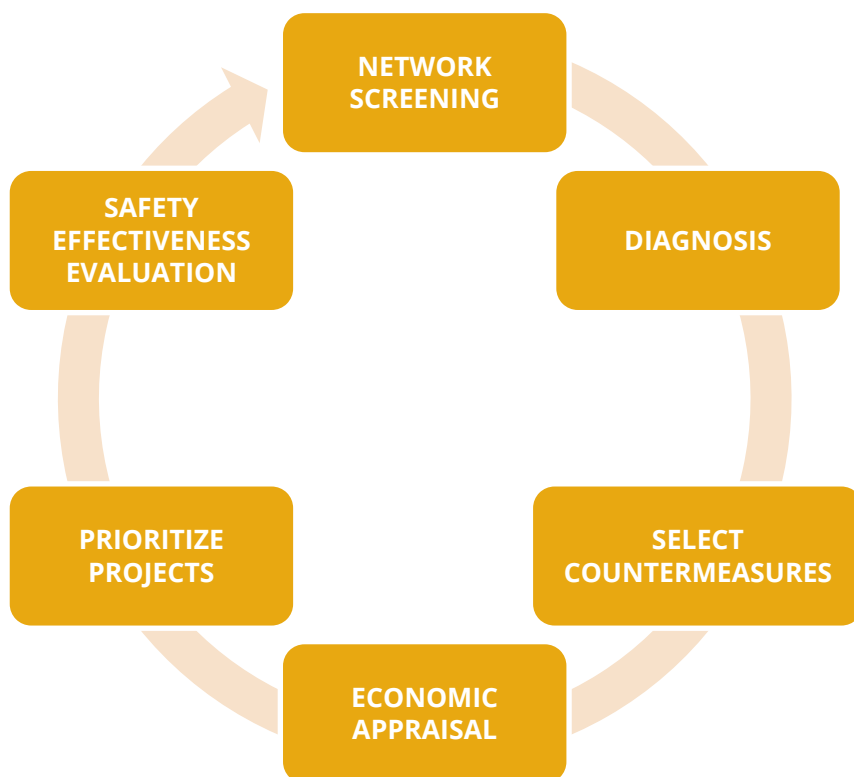
Programs Administered by FHWA

SS4A Grant Program: The IIJA established the SS4A competitive grant program with \$5 billion in appropriated funds over 5 years (2022-2026). The SS4A program funds regional, local, and Tribal initiatives through grants to prevent roadway fatalities and serious injuries. Almost \$2 billion is still available for future funding rounds. The SS4A program supports the USDOT's National Roadway Safety Strategy and our goal of zero roadway deaths using the SSA.

Network Screening Analysis

The *Highway Safety Manual (HSM)*, Volume 1 Part B, *Roadway Safety Management* outlines the process that agencies should use to review crash frequency and severity on the existing roadway network. The Roadway Safety Management Process is shown in **Figure 24**. Network screening is the first step in the Roadway Safety Management Process.

Figure 24. Highway Safety Manual Roadway Safety Management Process



The network screening process identifies and ranks locations, from most likely to least likely, by calculating a crash frequency reduction with the implementation of countermeasures. Locations identified as most likely to have a crash frequency reduction should be studied in detail to understand trends in crash patterns, contributing factors, and identify appropriate countermeasures. For this RSAP, the network screening steps included:

- Determine the crash frequency and a list of the intersections and segments with the highest crash frequencies
- Calculate individual crash rates for each roadway and intersection and list the intersections and segments with the highest crash rate
- Compare the tables with high crash frequency with high crash rate and develop a composite table with high priority locations using the network screening methodology adopted by the MAG
- Determine typical crash patterns for each location where there are an unusual number of specific crash types occurring
- Determine the high injury network and develop the countermeasure for the specific crash type at each location, intersection or segment

Crash Rates and Frequency

Crash rates were developed based on FHWA guidance. Crash rates were developed for segments and intersections along the classified roadway network in Tolleson. The following formula was used to calculate crash rates:

$$R = \frac{1,000,000 \times C}{365 \times N \times V \times L}$$

Where:

- R = Crash rate for the intersection or segment expressed as crashes per million entering vehicles (MEV)
- C = Total number of crashes in the study period
- N = Number of years of data
- V = Traffic volume entering the intersection or on the segment daily
- L = Length of the segment. This was not applied to intersections

Volumes for calculating the crash rate were obtained from the ADOT TDMS. **Figure 25** shows the crash rates for road segments and intersections. The highest intersection crash rates are located at the traffic interchanges with I-10 at 83rd Avenue, 91st Avenue, and 99th Avenue. The intersection of 107th Avenue and Buckeye Road was also high. High crash rate segments include portions of 83rd Avenue, 91st Avenue, 99th Avenue, Van Buren Street, and several entrance and exit ramps.

Figure 26 shows crash frequency at intersections and on segments. Per the information in **Figure 26**, 83rd Avenue has the highest number of crashes, followed by portions of 91st and 99th Avenue. Reviewing the number of crashes at a given location aids understanding the cost to society incurred at a location but does not provide a complete indication of the level of risk for those who use that roadway segment or intersection. The crash rate analysis method includes a statistical review of locations to determine where risk is higher than that at other locations. It is also the first step in analyzing patterns that may suggest systemic issues that can be addressed at a specific location.

A composite review of the crash rate and crash frequency was used to determine critical intersections and corridors for the City. The results of this analysis are summarized in **Table 19** identifying the high priority roadway segments and intersections in Tolleson.

Table 19. High Priority Locations

Segments	Intersections
75 th Avenue, Buckeye Road and Van Buren Street	Buckeye Road and 75 th Avenue
83 rd Avenue, Buckeye Road and I-10	Buckeye Road and 83 rd Avenue
91 st Avenue, Buckeye Road and Van Buren Street	Buckeye Road and 91 st Avenue
99 th Avenue, Buckeye Road and Van Buren Street	Buckeye Road and 99 th Avenue
Buckeye Road, 83 rd Avenue and 99 th Avenue	Buckeye Road and 107 th Avenue
	Van Buren Street and 75 th Avenue
	Van Buren Street and 83 rd Avenue
	Van Buren Street and 99 th Avenue
	All I-10 ramps



Figure 25. Segment and Intersection Crash Rate

Crash Rates are reflective of crashes per million vehicles

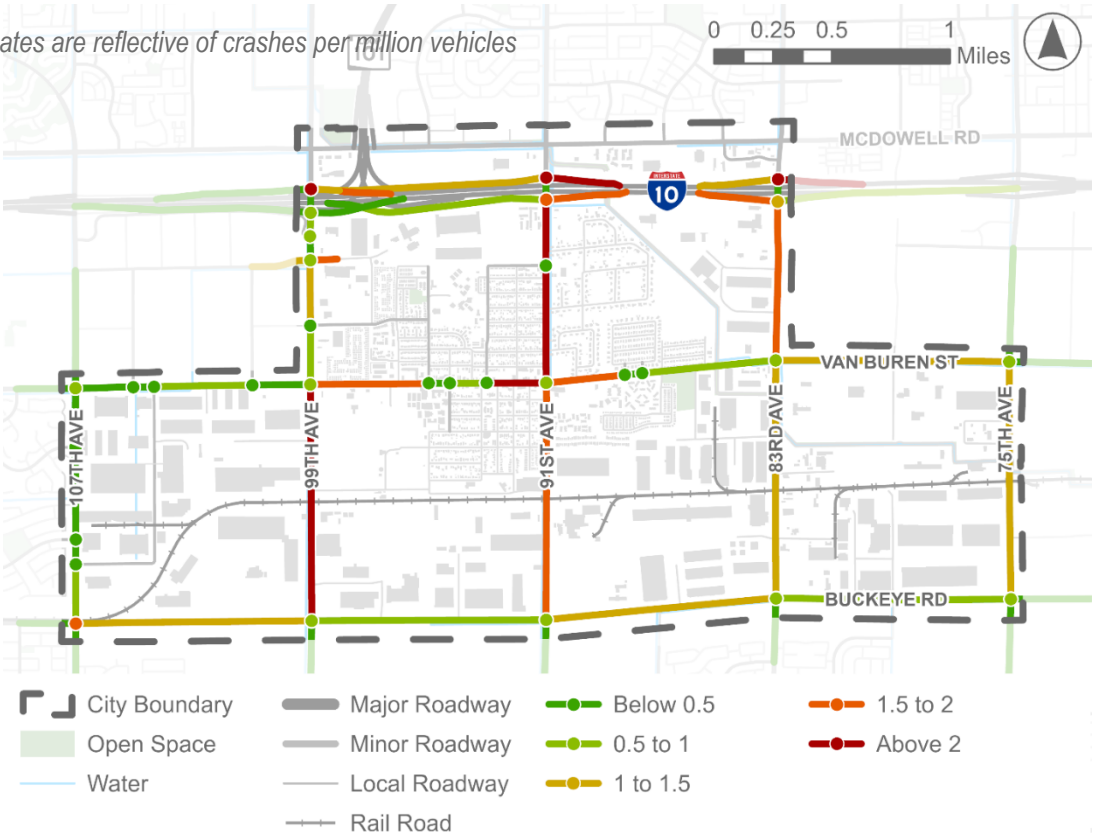
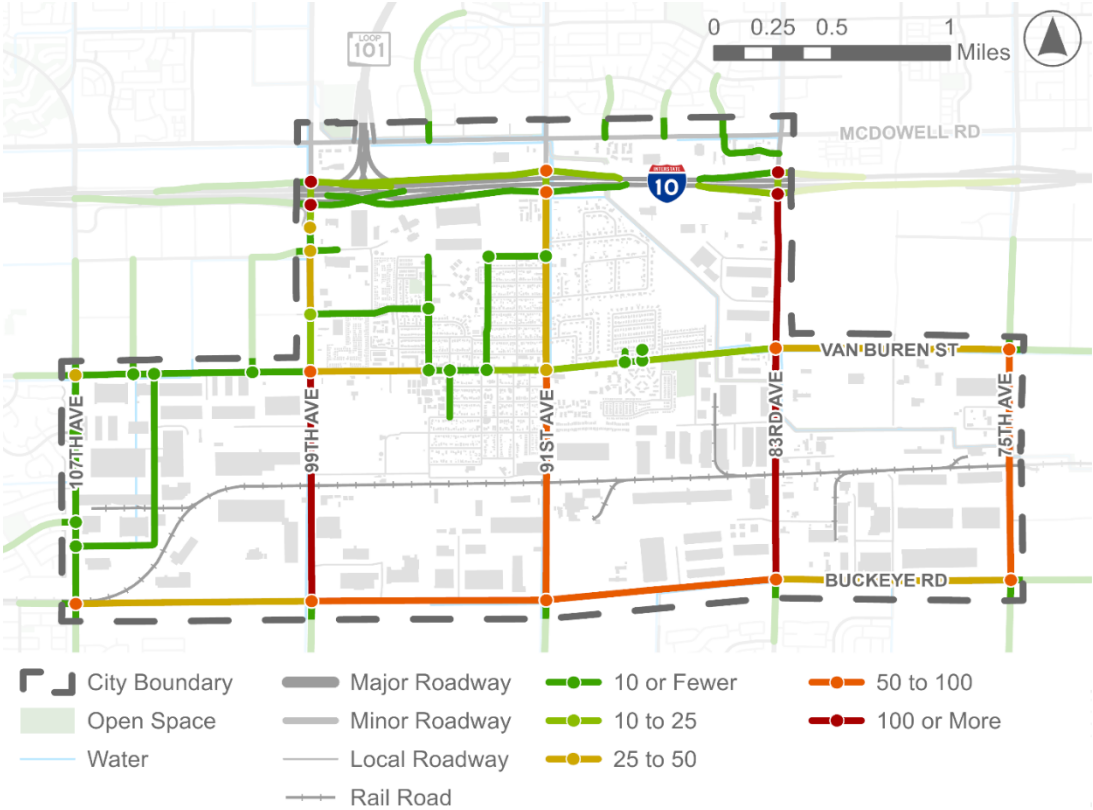


Figure 26. Segment and Intersection Crash Frequency





High Injury Locations

The RSAP requires identification of a high-injury network or high-injury locations. For this purpose, the high-priority locations were reviewed against locations with fatal or serious injury crashes. **Figure 27** shows the locations of serious and fatal injury crashes in Tolleson. This process removed the locations with high frequency of non-injury crashes and helped focus on locations with injury and fatal crashes only. **Table 20** lists out the high injury segments and intersections in Tolleson.

Figure 27. Fatal and Serious Crash Locations

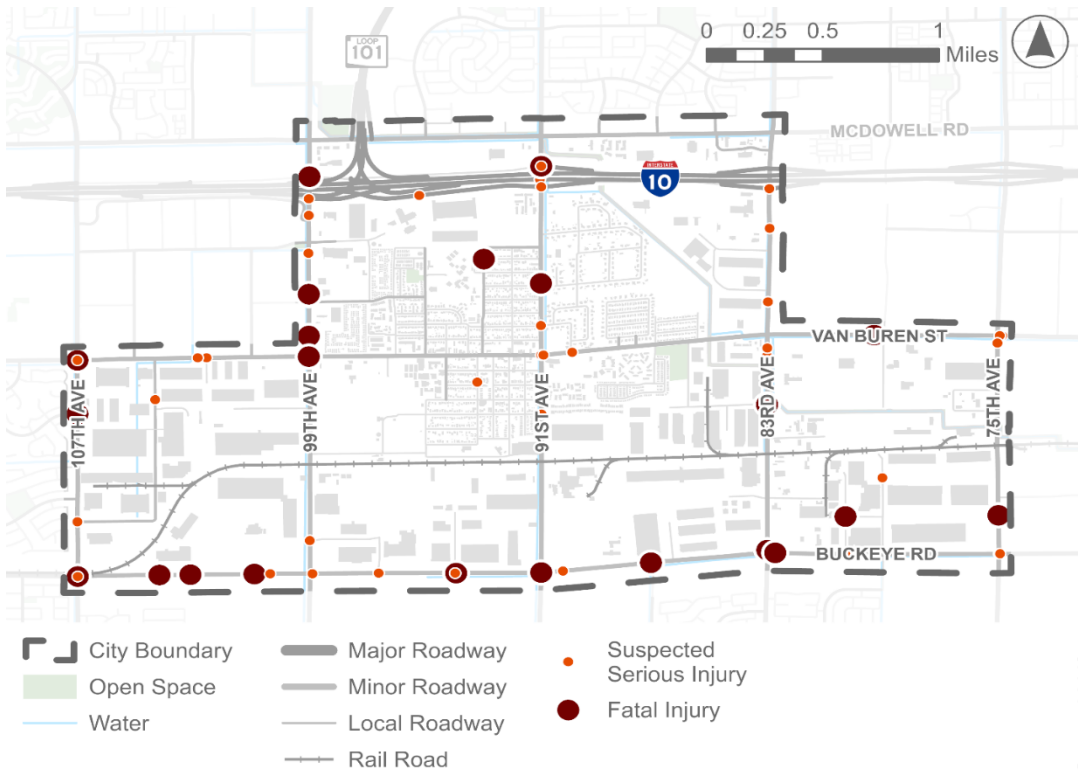


Table 20. High Injury Locations

Segments	Intersections
Buckeye Road, 75 th Avenue to 107 th Avenue	Buckeye Road and 83 rd Avenue
99 th Avenue, Van Buren Street to I-10	Buckeye Road and 91 st Avenue
91 st Avenue, Van Buren Street to I-10	Buckeye Road and 107 th Avenue
83 rd Avenue, Jefferson to I-10	Pierce Street and 99 th Avenue
93 rd Avenue, North of Van Buren Street	Van Buren Street at 99 th Avenue
80 th Avenue, North of Buckeye Rd	Van Buren Street at 91 st Avenue
	Van Buren Street at 107 th Avenue
	I-10 Ramps at 91 st Avenue, and 99 th Avenue

Jurisdictional Boundaries and Roadway Ownership

As previously discussed, several roadways such as Buckeye Road, portions of 83rd Avenue, and 107th Avenue are within Tolleson's jurisdiction, but are owned by MCDOT, Phoenix, and Avondale respectively. Although some of these segments are identified as high injury corridors, segments, or intersections, Tolleson will have to work with the owning agency to implement the countermeasures identified for these roadways. **Table 21** summarizes the High Injury Locations that Tolleson needs to coordinate with other agencies to implement. Although countermeasures are identified for these locations, no priorities are identified for these locations. **Table 22** list the locations and segments that the City can implement within its jurisdiction.

Table 21. High Injury Locations with Roadway Ownership by other Agencies

Segments	Intersections
Buckeye Road, 75 th Avenue to 107 th Avenue	Buckeye Road and 83 rd Avenue
83 rd Avenue, Van Buren Street to I-10	Buckeye Road and 91 st Avenue
	Buckeye Road and 107 th Avenue
	Van Buren Street at 107 th Avenue

Table 22. High Injury Locations within Tolleson Jurisdiction

Segments	Intersections
99 th Avenue, Van Buren Street to I-10	Pierce Street and 99 th Avenue
91 st Avenue, Van Buren Street to I-10	Van Buren Street and 99 th Avenue
93 rd Avenue, North of Van Buren Street	Van Buren Street at 91 st Avenue
80 th Avenue, North of Buckeye Road	
83 rd Avenue, Jefferson St to Van Buren Street	

Public and Stakeholder Involvement

The project team conducted significant public outreach and stakeholder outreach to seek input on potential strategies and focus areas for safety improvements. Public outreach included an online survey and pop-up events. Stakeholder outreach included organizing a Technical Advisory Committee (TAC) with regular meetings and a safety summit.

Online Survey

The project team created an online survey for respondents to help identify transportation safety issues and priorities and influence the development of recommendations for the RSAP. The survey was available in English and Spanish. The survey had 52 unique responses with input generally applying to one or more of the following common themes:

- Respondents largely use their personal vehicles, but would like to walk/run/bike more often
- Intersections or general areas where people feel unsafe include:
 - Roundabout at 99th Avenue and Lower Buckeye Road
 - 91st Avenue and Van Buren Street
- The City should prioritize the following characteristics when identifying project areas for improvement:
 - Locations with high numbers of crashes
 - Locations with high traffic volumes
 - Areas around schools
- Respondents would like to see a reduction in fatal and serious injury crashes
- Distracted driving and high vehicle speeds are the top safety concerns

Pop-Up Events

To obtain a more equitable range of input, the project team hosted three pop-up events throughout the community. The pop-up events were located at the City's Trick or Treat event, the Senior Center, and the Teen Council.

Trick or Treat

On October 18, 2024, the project team attended the City's Trick or Treat event located at The PLACE (Paseo de Luces Arts Center of Entertainment). The project team distributed the survey and spoke with patrons of the event about how they would like to see the transportation network improve throughout Tolleson. A fluent Spanish-speaker was on site to provide translation services.





Senior Center

On November 7, 2024, the project team presented an overview of the RSAP process at the Senior Center, obtained direct feedback from the public, and distributed surveys to the attendees.

Teen Council

The Teen Council consists of 7th grade to 12th grade students who are enrolled within the Tolleson School Districts. The Teen Council meets on the first and third Wednesday of each month. On November 20, 2024, the project team presented an overview of the RSAP to the Teen Council and distributed surveys to the attendees.



Stakeholder Engagement

Technical Advisory Committee

A TAC was organized to guide the development of the RSAP. The TAC met bi-monthly to discuss the project progress and consisted of representatives from the following agencies:

- City Staff
- Tolleson Police Department
- Tolleson Fire Department

The roles and responsibilities of the TAC were to:

- Attend TAC meetings
- Confirm project scope and schedule
- Help address challenges and remove barriers to improving safety
- Review project progress
- Be a safety advocate

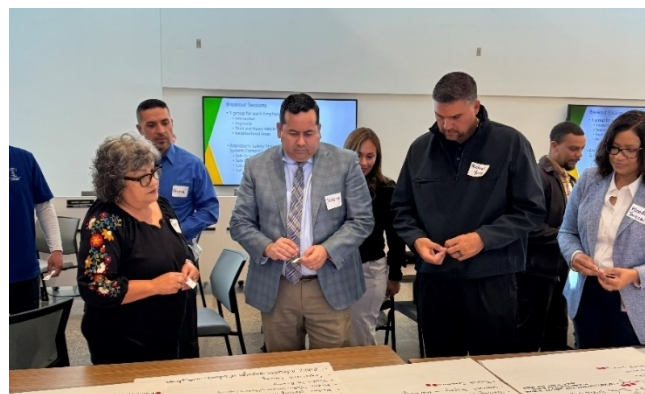
Safety Summit

On November 13, 2024, the project team held a Safety Summit for stakeholders to brainstorm potential solutions to increase safety in the transportation network. The attendees included representatives from the following groups:

- TAC
- School District Officials
- City Management Group
- City Public Relations Group
- Law Enforcement
- Emergency Services
- FHWA
- MAG
- MCDOT
- City of Avondale
- City of Phoenix

The attendees brainstormed potential solutions in four focus areas: neighborhood, pedestrian, and bicycle safety; intersections; freight and truck movement; and roadway segments. Ideas were written down and voted on by the attendees. **Table 23** shows the top priority solutions identified.

Table 23. Safety Summit High-Priority Solutions Summary



Neighborhood, Pedestrian, and Bicycle Safety	Intersections	Freight and Truck Movement	Roadway Segments
Protected "left-only" turns	Conflicting movement mitigation	Improved pavement markings & signage	Trailing left turn arrows and pavement conditions
Education – all levels	Confusion on speed limits and separate users	Education and commercial driver license (CDL) training	Truck restrictions
Enhanced enforcement at specific times of day	Signal coordination	Targeted education	Roundabouts
Consistent roadway design	Signal phasing wiring, EMS pre-emption, and coordination across jurisdiction signals	Enhanced enforcement	Educational campaign and distracted drivers
Increased visibility/lighting	More crossings in strategic locations	Freeway access management	Social media type information
Raised speed tables	Community Bridges Inc. (CBI) concerns	Study freight movement to target strategies	Refresh pavement markings
Lights on bikes	School crossing at 93 rd Street	Lower truck speed limit and truck lanes	Targeted enforcement
Photo enforcement	Railings along segments to separate users	Parking enforcement	Improve signal timing & detection
	Combine EMS forces	Towing & recovery support	Advanced closure & taper, TIM training, ATSSA training, and enforcement



A second Safety Summit was held virtually on February 27, 2025. This meeting was held to establish the Vision and Goals of the RSAP and discuss safety strategies and policies that require commitments from the different departments within Tolleson. The attendees included:

- TAC
- School District Officials
- City Management Group
- Law Enforcement
- Emergency Services

The meeting attendees accepted the safety Vision, goals, objectives, and evaluation matrix presented, which are included in the final recommendations of this RSAP.

A third Safety Summit was held virtually on April 9, 2025. This meeting discussed the safety strategies and projects developed through the RSAP and how they need to be coordinated with the adjacent agencies for Implementation. The attendees of this meeting were:

- City Engineering
- MCDOT Staff
- Avondale Staff
- Phoenix Staff

This meeting aimed to develop a strategy and synergy between the agencies to initiate coordination and discussion on all infrastructure in and around Tolleson, which will directly and indirectly impact traffic safety in Tolleson. Some of the highlights of this meeting included:

- The City is to lead a semi-annual Safety Coalition meeting with Phoenix, MCDOT, and Avondale to discuss infrastructure projects along the roadways that border Tolleson
- The City will be included as one of the project reviewers and may request necessary safety improvements (if not included in the project scope) for these infrastructure projects
- Partner agencies acknowledge that they will coordinate with Tolleson as a joint request on any systemic safety improvement funding, such as 3" retro-reflective tape for all signal heads or one signal head per lane for Freight Corridors
- Partner agencies acknowledge coordinating with the City to develop uniform speed limits along Buckeye Road, 83rd Avenue, and 107th Avenue
- Partner agencies to work with MAG and ADOT to develop safety strategies for Freight Corridors



Safety Strategies

Many factors contribute to safe mobility within a region, including roadway design, travel speeds, vehicle mix, land uses, enforcement, behaviors, technology, and policies. To deploy a successful plan, it is imperative to approve a group of actionable strategies that, over time, will achieve the shared goal of zero fatalities and serious injuries that encompass the five E's. The review of crash data and further public input led to the identification of three emphasis areas and four focus areas where implementation of safety strategies is anticipated to have the highest impact on reducing traffic fatalities and serious injuries.

EMPHASIS AREA

General Strategies - Develop a safety culture and practice within the City

Human Behavior Strategies - Use of Education and Enforcement to inculcate safety behavior related to:

- a. Young Drivers, Pedestrians, Bicyclists, Motorcyclists, Freight Drivers
- b. Neighborhood and School Zone Safety

Infrastructure Strategies - Use of Engineering and Evaluation methods to identify infrastructure improvements to address:

- a. Vulnerable Road Users: Pedestrian, Bicycle, Motorcycle
- b. Diverse Vehicular Mix in Tolleson

Safety projects for the infrastructure emphasis areas are specifically applied to develop countermeasures for the following four focus groups, developed based on the crash patterns identified in Tolleson:

1. Active Transportation (Pedestrian and Bicyclist Movements)
2. Freight Travel
3. Major Intersections
4. Roadway Segments

Within each emphasis area, objectives provide distinct guidance on what needs to be accomplished. Each objective has time-bound performance metrics to measure success throughout the implementation of this RSAP. Performance metrics will track and evaluate either programmatic metrics, an increase/decrease in a given metric, or the installation/improvement of infrastructure.

Table 24 and **Table 25** shows the general and human behavior policies and strategies recommended for this RSAP, respectively. **Table 26** shows recommended studies and practices to reduce fatal and serious injury crashes. The infrastructure strategies and projects are covered in the next section.

Table 24. Planned and Recommended General Strategies for Tolleson RSAP

Objectives/ Strategy No.	Strategies	5 E's Addressed					Application of the Strategy	Departments Involved
		Evaluation	Engineering	Enforcement	Education	Equity		
Objective: Establish foundational elements of Safety First, with an ultimate Vision Zero goal, including a timeline & goals for implementation & evaluation								
GN 01	Implement a Safety Task Force Committee consisting of a multi-department team for continued oversight of reducing KSI crashes Timeline: October 2025	☑	☑	☑	☑	☑	Programmatic	Engineering, PD, City Management Education, Public Relations, Maintenance, Planning & Development Services
GN 02	Create a Road Safety status report on objectives, updated every year-end and published in Spring Timeline: Fall 2026	☑	☑	☑	☑	☑	Programmatic	
Objective: Reduce crash risk on roadways by creating a culture of road safety within the city								
GN 03	Integrate safety review in the development of capital improvement plan (CIP) projects & private development projects Timeline: July 2025 and continuous	☑	☑			☑	Programmatic	Engineering
GN 04	Establish a new City Road Safety Coordinator to oversee all the actions in this RSAP Timeline: December 2025 and continuous	☑					Programmatic	Engineering/Public Relations
GN 05	Implement a smaller emergency response crew and vehicles for response to neighborhood crashes Timeline: July 2027			☑			Programmatic	PD/Fire



GN 06	Conduct monthly enforcement for speeding, illegal on-street truck parking, Alcohol and drug <i>Timeline: July 2025 and continuous every quarter</i>			☒			Programmatic	PD
Objective: Reduce crash risk on roadways by enhancing safety data collection & evaluation								
GN 07	Create a road safety crash dashboard available to all departments of the City to analyze, identify, and rank high crash locations and develop countermeasures <i>Timeline: July 2025 and annual update July each year</i>	☒	☒	☒	☒	☒	Programmatic	Engineering, PD, Education , Public Relations
GN 08	Create a crash data coding training program and train first responders on appropriate crash data coding <i>Timeline: July 2027 and annual refresher course</i>	☒			☒		Programmatic	PD
GN 09	Integrate crash data from Tolleson PD / ADOT <i>Timeline: July 2025 and continuous every six months</i>	☒					Programmatic	PD
GN 10	Conduct before/after evaluations for previously implemented safety projects, including enforcement projects <i>Timeline: July 2027 and annual update</i>	☒	☒				Programmatic	Engineering, PD

Table 25. Planned and Recommended Strategies Involving Human Behavior Change to Reduce Fatal and Serious Injury Crashes

Objectives/ Strategy No.	Strategies	5 E's Addressed					Application of the Strategy	Departments Involved
		Evaluation	Engineering	Enforcement	Education	Equity		
Objective: Reduce crashes involving young drivers through behavioral changes								
BR 01	Establish transportation safety education programs as part of the high school curriculum. Conduct at least one road safety education program per year for young drivers (High school students) <i>Timeline: Starting from the 2026-2027 academic year and maintaining an annual program</i>				☑	☑	Programmatic	Engineering, PD, Education
BE 02	Expand transportation safety enforcement near high school areas. <i>Timeline: Starting from the 2026-2027 academic year and quarterly enforcement</i>			☑			Programmatic	PD
Objective: Reduce crashes involving pedestrians, bicycles and motorcycles through behavioral changes								
BR 03	Establish transportation safety education media campaigns focusing on pedestrians/bicyclists/ motorcycle users Timeline: One in Spring and the second in Fall				☑	☑	Programmatic	Public Relations
BR 04	Develop a transportation safety education program for student pedestrian & bicyclist education, safety, and awareness efforts, focusing on elementary and middle school students <i>Timeline: Starting from the 2026-2027 academic year and maintaining an annual program</i>				☑	☑	Programmatic	Engineering, Education, Public Relations



Objective: Reduce crashes related to impaired driving (drugs and alcohol), speeding, distracted driving and aggressive driving								
BR 05	Expand DUI, speeding, distracted, and aggressive driving behavior enforcement through the use of high-visibility enforcement techniques, saturation patrols, and integrated enforcement tactics. <i>Timeline: Fall 2025 and quarterly enforcement</i>			☑			Programmatic	PD/Engineering
BR 06	Develop roadway safety awareness and education campaigns for people driving vehicles, in concert with enforcement efforts, to specifically target change in road user behavior related to speeding, red-light running, distracted driving, and aggressive driving <i>Timeline: Fall 2026 and semi-annual media outreach</i>		☑	☑	☑	☑	Programmatic	PD, Public Relations

Table 26. Planned and Recommended Strategies/Policies to Reduce Fatal and Serious Injury Crashes through New Studies, Practices, and Policies

Objectives/ Strategy No.	Strategies	5 E's Addressed					Application of the Strategy	Departments Involved
		Evaluation	Engineering	Enforcement	Education	Equity		
Objective: Develop safety projects through studies								
Study 01	Conduct Safe Routes to School Study for all schools in the City. Timeline: School year 2025-2026	☑	☑	☑	☑	☑	School Zones (All schools in Tolleson)	Engineering
Study 02	Conduct Road Safety Audits (RSA) for high-injury locations. Timeline: Annual review and one project per year	☑	☑				High Crash Locations	Engineering, PD
Study 03	Partner with ADOT, MAG, and regional partners in the upcoming freight study to develop policies and standards for freight corridors Timeline: Project anticipated to begin in fall 2025	☑	☑			☑	Programmatic	Engineering
Study 04	Evaluate and implement uniform travel speed along the freight corridor Timeline: Study Fall 2025, annual review, one corridor per year		☑				Systemic	Engineering
Objective: Develop new standards, visualizing through the safety lens								
Policy 01	Develop roadway cross-sections for each roadway type within the City, defining spaces for each mode of transport. Timeline: Next General Plan update	☑	☑			☑	Programmatic	Engineering
Policy 02	Develop a Neighborhood Traffic Calming Toolbox and implement one project each year. Timeline: Next update on City Standards and Policies		☑		☑	☑	Neighborhood Roadways & Intersections	Engineering



Policy 03	Develop and implement design standards for driveway and intersection design to accommodate trucks <i>Timeline: Next General Plan update</i>		☒				Programmatic	Engineering
Policy 04	Develop signal design standards: - Install one signal head per lane - 3" retro-reflective tape. <i>Timeline: Next update on City Standards and Policies</i>		☒				Freight Corridors and Arterials	Engineering
Policy 06	Require streetlights on both sides of the road <i>Timeline: Next update on City Standards and Policies</i>		☒				Freight Corridors & Arterials	Engineering
Policy 07	Develop access management standards and policies for Freight Corridors to avoid closely spaced truck driveways <i>Timeline: Next update on City Standards and Policies</i>		☒				Programmatic	Engineering
Policy 08	Enforce no on-street freight parking on Arterials, Collectors and local street <i>Timelines: July 2025 and quarterly enforcement</i>			☒	☒			PD, Engineering

Infrastructure Projects

The core of this RSAP consists of implementable infrastructure strategies that have the potential to significantly reduce fatal and serious injury crashes in Tolleson. These strategies are also connected to at least one of the five E's of the Safe System Approach. Each strategy also lists the City's departments and agencies needed for its implementation.

Through the safety analysis and public and stakeholder input, the project team was able to identify 47 potential solutions to improve safety, divided between the following improvement types:

- Active Transportation Improvements – focused on improving pedestrian and bicyclist movements
- Enforcement – specific roadways and corridors
- Road Construction/Maintenance – improve capacity, access management, and visibility
- Traffic Control – improve signal timing, signal visibility, and safer operations

Active Transportation Improvements

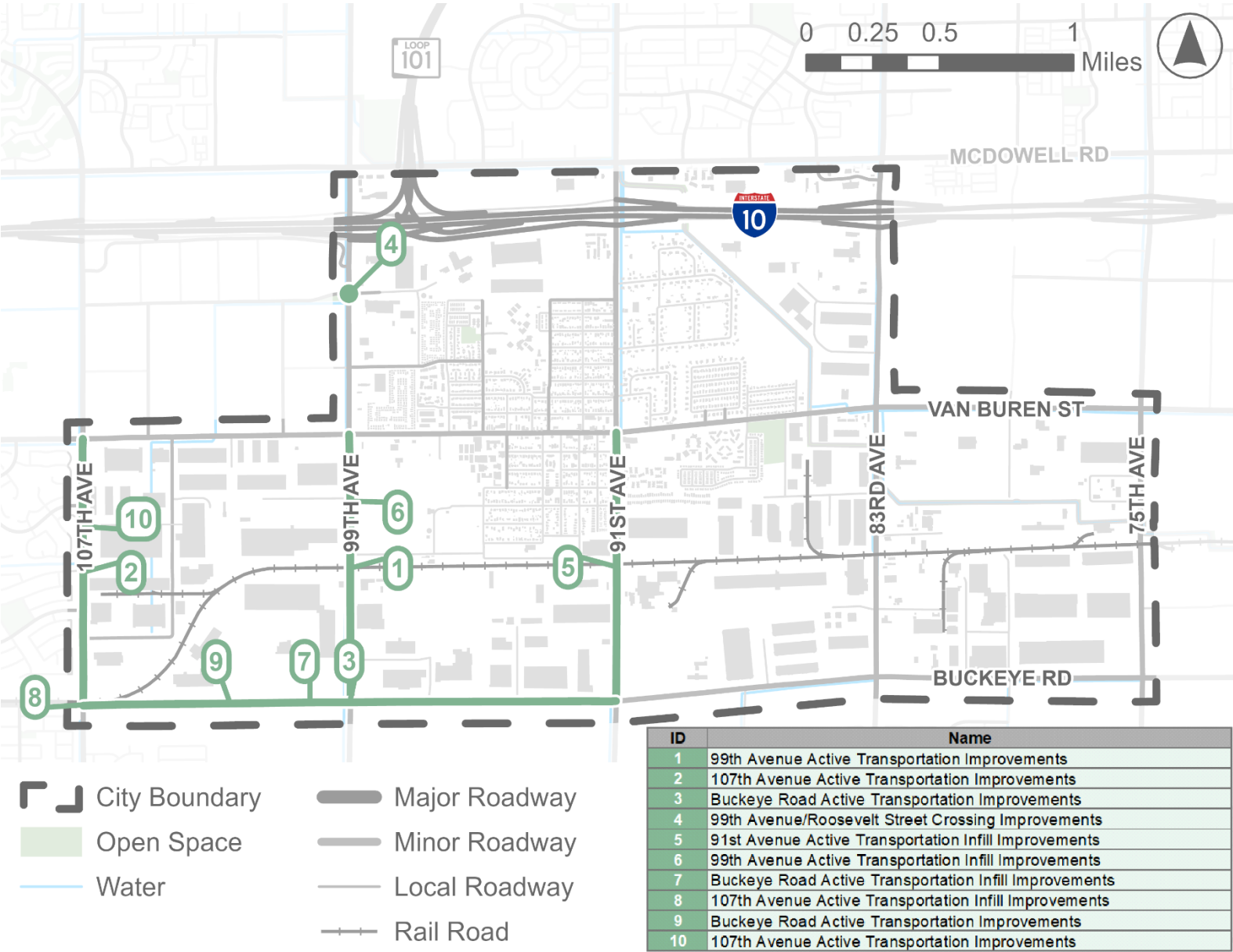
Potential active transportation improvements include a variety of measures aimed at creating greater separation between motor vehicle travel lanes and people walking and bicycling. **Table 27** and **Figure 28** show the preliminary potential active transportation solutions in Tolleson.

Table 27. Active Transportation Improvements

ID	Name	Description
1	99 th Avenue: Buckeye Road to Van Buren Street	Install new continuous sidewalk and/or multi-use path (MUP) to separate pedestrian/bicyclist traffic from travel lanes.
2	107 th Avenue: Buckeye Road to Van Buren Street	Install new continuous sidewalk and/or MUP to separate pedestrian/bicyclist traffic from travel lanes.
3	Buckeye Road: 107 th Avenue to 93 rd Avenue	Install a new continuous sidewalk, buffered bike lane, or multi-use path to separate pedestrian/bicyclist traffic from travel lanes.
4	99 th Avenue/Roosevelt Street Crossing Improvements	Install a pedestrian crosswalk at the south leg of the intersection and remove the crosswalk at the north leg.
5	91 st Avenue: Buckeye Road to Van Buren Street	Complete the missing sidewalk. Consider developing MUP in place of the sidewalk to function as a grade-separated bike lane or installing a 2-foot buffer between the travel lane and bike lane.
6	99 th Avenue: Buckeye Road to Van Buren Street	
7	107 th Avenue: Buckeye Road to Van Buren Street	
8	99 th Avenue: Van Buren Street to I-10	Install a 2-foot buffer between the travel lane and bike lane.
9	Buckeye Road: 91 st Avenue to 75 th Avenue	
10	107 th Avenue: Buckeye Road to Van Buren Street	



Figure 28. Active Transportation Improvements



Speed Mitigation and Enforcement

Speed mitigation strategies include conducting speed studies to deploy appropriate and uniform speed limits along corridors, installing flashing speed feedback signs, and implementing targeted police enforcement. Police enforcement measures are designed to enhance understanding of and compliance with traffic laws. **Table 28** Shows the preliminary potential enforcement solutions in Tolleson.

Table 28. Speed Mitigation with Enforcement

ID	Name	Description
11	91 st Avenue Speed Improvements	Implement uniform posted speed limits for the corridor through studies and periodically enforce it to address speeding, DUI, and red light running
12	Buckeye Road Speed Improvements	Implement uniform posted speed limits for the corridor through studies and periodically enforce it to address speeding, DUI, and red light running
13	83 rd Avenue Speed Improvements	Implement uniform posted speed limits for the corridor through studies and periodically enforce it to address speeding, DUI, and red light running
14	Buckeye Road Freight Parking Restrictions	Enforce no on-street freight parking.
15	83 rd Avenue Freight Parking Restrictions	Enforce no on-street freight parking.
16	99 th Avenue Freight Parking Restrictions	Enforce no on-street freight parking.
17	99 th Avenue Speed Limit Improvements	Implement uniform posted speed limits for the corridor through studies and periodically enforce it to address speeding, DUI, and red light running
18	91 st Avenue Speed Feedback Signs	Install flashing speed feedback signs.
19	107 th Avenue Speed Feedback Signs	Install flashing speed feedback signs.

Road Construction/Maintenance

Potential road construction/maintenance improvements include a variety of measures aimed at improving safety on specific segments and intersections throughout the City. **Table 29** and **Figure 29** show the preliminary potential road construction/maintenance solutions in Tolleson (note: not all potential improvements are on the map).

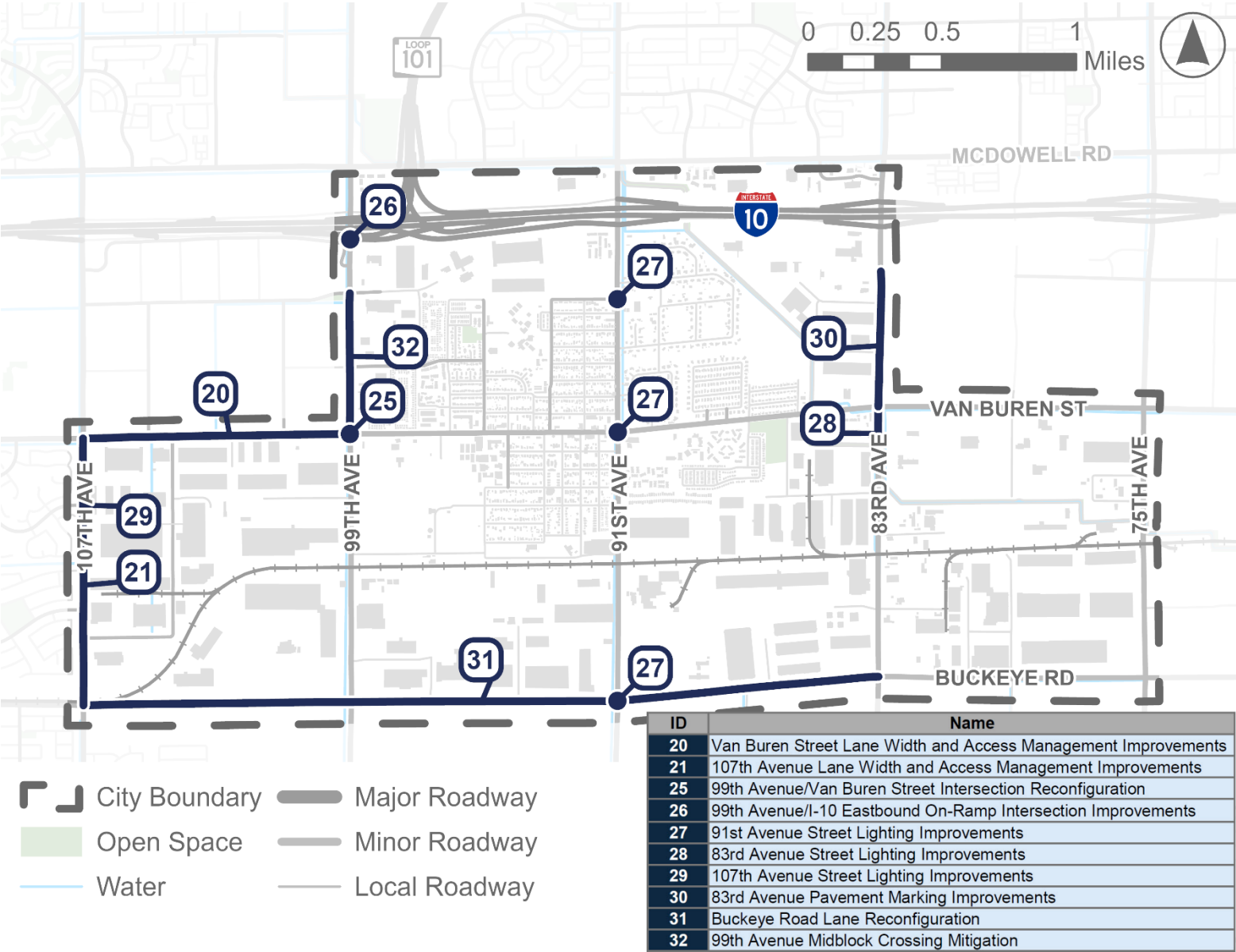
Table 29. Road Construction/Maintenance Improvements

ID	Name	Description
20	Van Buren Street: 99 th Avenue to 107 th Avenue - Lane Width and Access Management Improvements	Design and implement uniform lane widths and continuous lanes (to reduce scalloped streets). Reduce and consolidate closely spaced driveways. Install median and street lights on both sides of the road
21	107 th Avenue Lane: Buckeye Road to Van Buren Street - Lane Width and Access Management Improvements	Design and implement uniform lane widths and continuous lanes (to reduce scalloped streets). Reduce and consolidate closely spaced driveways. Install median and street lights on both sides of the road.
24*	Signal Visibility Improvements	Install 3" retro-reflective tape on all traffic signal back plates throughout the City
25	99 th Avenue/Van Buren Street - Intersection Reconfiguration	Redesign the intersection to accommodate appropriate lane widths and turn radii, minimizing crossing distance.
26	99 th Avenue/I-10 Eastbound On-Ramp - Intersection Improvements	Design and install an exclusive northbound right-turn lane on 99 th Avenue.
27	91 st Avenue: I-10 to Buckeye Road - Street Lighting Improvements	Install streetlights at intersections.
28	83 rd Avenue: I-10 to Buckeye Road - Street Lighting Improvements	Install streetlights on both sides of the road.
29	107 th Avenue: Buckeye Road to Van Buren Street - Lighting Improvements	
30	83 rd Avenue: I-10 to Buckeye Road - Pavement Marking Improvements	Improve pavement markings and install raised pavement markers (RPMs).
31	Buckeye Road: 75 th Avenue to 107 th Avenue - Lane Reconfiguration	Provide uniform lane sizes and limit the number of lane drops
32	99 th Avenue: Roosevelt Road to Pierce Lane - Midblock Crossing Mitigation	Install raised medians and safety railings along the sidewalk on the west side of 99 th Avenue between Van Buren Street and Roosevelt Street to prevent mid-block crossing.

**not included on the Road Construction/Maintenance Improvements map on the following page*



Figure 29. Road Construction/Maintenance Improvements



Traffic Control

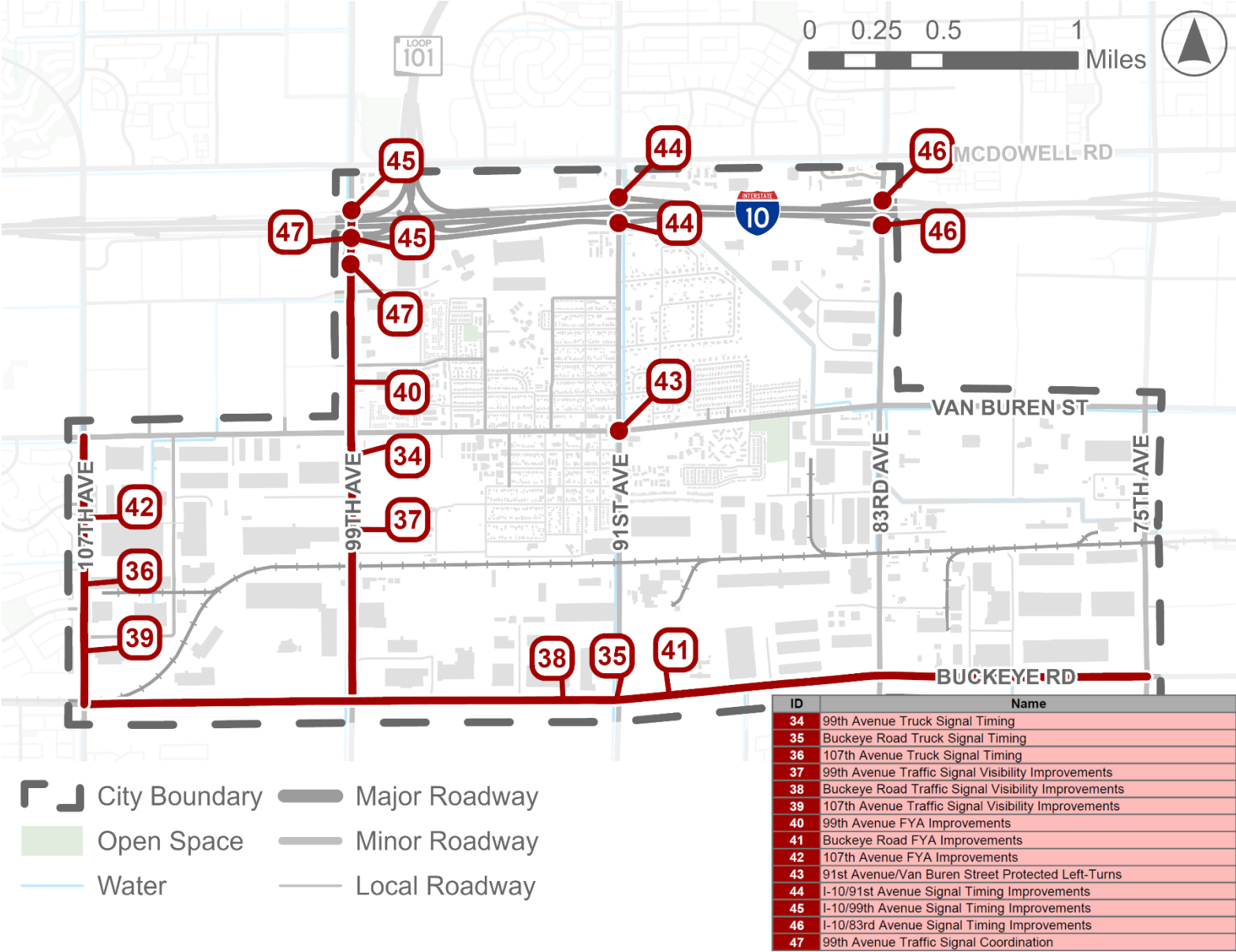
Potential traffic control improvements include a variety of measures aimed at improving traffic signal timing, traffic signal visibility, and access management. **Table 30** and **Figure 30** show the preliminary potential traffic control solutions in Tolleson (note: not all potential improvements are on the map).

Table 30. Traffic Control Improvements

ID	Name	Description
34	99 th Avenue Truck Signal Timing	Evaluate and implement traffic signal progression and truck-appropriate clearance intervals.
35	Buckeye Road Truck Signal Timing	
36	107 th Avenue Truck Signal Timing	
37	99 th Avenue Traffic Signal Visibility Improvements	Install one signal head per lane and near side signal heads to improve traffic signal visibility.
38	Buckeye Road Traffic Signal Visibility Improvements	
39	107 th Avenue Traffic Signal Visibility Improvements	
40	99 th Avenue FYA Improvements	Install flashing yellow arrows (FYA) to allow for protected left-turn phasing during peak hours.
41	Buckeye Road FYA Improvements	
42	107 th Avenue FYA Improvements	
43	91 st Avenue/Van Buren Street Protected Left-Turns	Install FYA to allow for protected left-turn phasing during daytime and FYA operations at night
44	I-10/91 st Avenue Signal Timing Improvements	Improve signal phasing at the traffic interchange to reduce queuing and improve progression between signals.
45	I-10/99 th Avenue Signal Timing Improvements	
46	I-10/83 rd Avenue Signal Timing Improvements	
47	99 th Avenue Traffic Signal Coordination	Improve signal phasing and coordination along 99th Avenue between Roosevelt Street and I-10.



Figure 30. Traffic Control Improvements



Prioritization Methodology

After identifying potential solutions, the project team prioritized the solutions. To do this, the project team developed prioritization criteria based on input from the TAC and the public. Safety history, crash rate, crash frequency, and cost were determined to be the most important elements. The results of the prioritization evaluation of all potential solutions can be found in **Appendix A**.

Safety History

Safety history was determined using crash data of the area surrounding the proposed solution. **Table 31** shows the breakdown of the safety criteria used for the evaluation.

Table 31. Safety History Criteria for Solution Evaluation

Criteria	Points
# of fatal crashes addressable by the proposed solution	5 per crash
# of serious injury crashes addressable by the proposed solution	3 per crash

Crash Rate

Crash rate was determined by dividing the number of crashes encompassed by a proposed solution by the annual average daily traffic (AADT). **Table 32** shows the breakdown of the crash rate criteria used for the evaluation.

Table 32. Crash Rate Criteria for Solution Evaluation

Criteria	Points
Greater than 2.0	3
Between 1.5 – 2.0	2
Between 1 – 1.5	1

Crash Frequency

Crash frequency was based on the number of crashes encompassed by a proposed solution each year. **Table 33** shows the breakdown of the crash frequency criteria used for the evaluation.

Table 33. Crash Frequency Criteria for Solution Evaluation

Criteria	Points
More than 100 crashes	3
50 – 100 crashes	2
25 – 50 crashes	1

Cost

Cost was determined based on planning-level cost estimates derived from aggregated unit costs for solution components. **Table 34** shows the breakdown of the cost criteria used for the evaluation.

Table 34. Cost Criteria for Solution Evaluation

Criteria	Points
Planning-level cost estimate under \$250,000	3
Planning-level cost estimate under \$500,000	2
Planning-level cost estimate under \$1,000,000	1

Top Potential Solutions

Non-construction-related safety solutions include enforcement, education, safety studies, signal timing improvements, and regular maintenance. These solutions were prioritized using the criteria described in Tables 31 through 34. These solutions are identified as programmed improvements and summarized in **Table 35**.

Table 35. Top Non-Infrastructure Potential Solutions

Non-Infrastructure Solution
Speed/DUI Enforcement: 83 rd Avenue, Buckeye Road, 99 th Avenue and 91 st Avenue
Uniform Speed Limit Establishment Buckeye Road, 83 rd Avenue and 99 th Avenue
Signal Timing Plans (Freight Corridor): Buckeye Road, 83 rd Avenue, and 99 th Avenue
Freight Parking Restrictions: Buckeye Road, 83 rd Avenue, and 99 th Avenue
Refresh Pavement Markings and Signs 83 rd Avenue: Buckeye Road to I-10
Interchange Signal Timing and Phasing Improvements: I-10/83 rd Avenue, I-10/91 st Avenue, and I-10/99 th Avenue
Road Safety Audit: 91 st Avenue at Van Buren Street, 99 th Avenue at Van Buren Road
Safe Routes to School Studies for all Tolleson Schools
Neighborhood Traffic Calming Program
Semi-Annual Road Safety Education Campaign Targeting Pedestrians, Bicyclists, and Motorcyclists
Driver Education – Annual High School Program
Safe Pedestrian and Bicycle Education in Elementary Schools – Annual school program

Table 36 shows the highest ranked preliminary potential solutions that require construction. These solutions are prioritized based on the evaluation criteria summarized in Tables 31 through 34.

Table 36. Top Potential Infrastructure Solutions

Infrastructure Solution	Score
Buckeye Road, 107 th Ave to 75 th Ave – Traffic Signal Visibility Improvement	57
Buckeye Road – Medians and Access Management	52
91 st Avenue – Speed Feedback Signs and Improve Signing and Marking	48
99 th Avenue, I-10 to Van Buren Rd - Median and Access Management	45
99 th Avenue – Traffic Signal Visibility Improvement	43
Buckeye Road – Install FYA for Protected Left-Turn Phasing During Peak Hours	37
99 th Avenue between Pierce Street and Roosevelt Street – Median Fencing	33
Buckeye Road, 107 th Avenue to 91 st Avenue – Construct Uniform Roadway Cross-Section and Reduce Scalped Streets	29
107 th Avenue – Install Flashing Speed Feedback Signs	27
Van Buren Street, 107 th Avenue to 99 th Avenue – Construct a Uniform Roadway Cross-Section, Access Management, and Reduce Scalped Streets	27

Project Recommendations

The project team conducted a field review of the top potential solutions, summarized in **Table 36**, and compiled them into implementable projects anticipated to have the highest impact on improving safety in Tolleson. These projects were prioritized using the criteria in Tables 31 through 34. These recommendations are divided between projects within the City of Tolleson's jurisdiction and projects outside of the City's jurisdiction. **Table 37** and **Figure 31** shows the recommended projects that encompass most of the top potential solutions, as well as some lower-ranked solutions in the same vicinity.

Projects Within the City of Tolleson's Jurisdiction

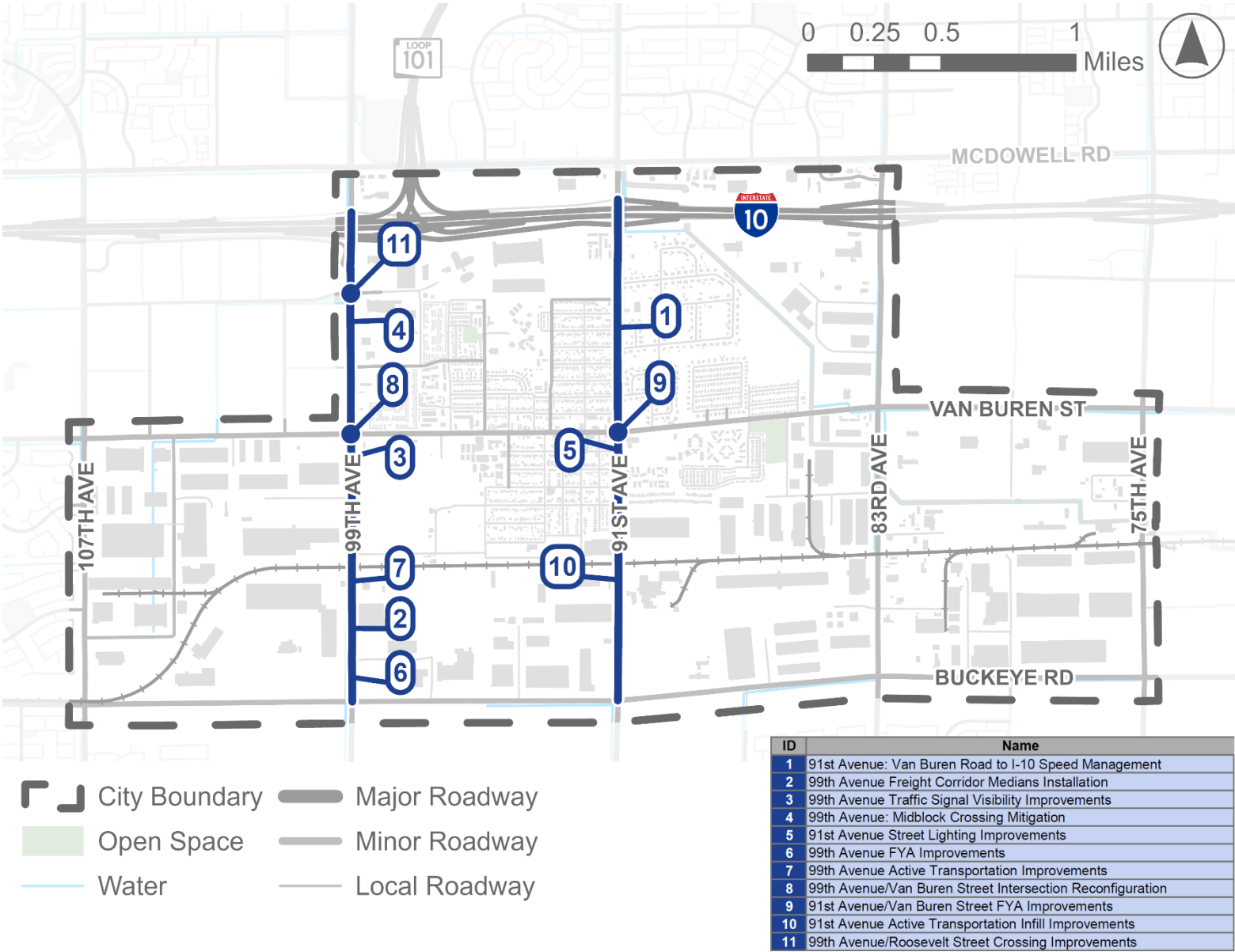
Infrastructure Projects

Table 37. Prioritized List of Infrastructure Projects for Tolleson

ID	Solution Name	Solution Description	Score
1	91 st Avenue: Van Buren Road to I-10 Speed Management	Install flashing speed feedback signs and reduce signing and marking clutter near Van Buren Road <i>Potential funding source: City CIP</i>	48
2	99 th Avenue Freight Corridor Medians Installation	Install medians along truck corridors <i>Potential funding source: SS4A Implementation Grant or HSIP</i>	45
3	99 th Avenue Traffic Signal Visibility Improvements	Install one signal head per lane and near-side signal heads to improve traffic signal visibility <i>Potential funding source: HSIP or MAG Safety Funds</i>	43
4	99 th Avenue: Midblock Crossing Mitigation	Van Buren Street and Roosevelt Street: Install raised medians and safety railings along the median to prevent mid-block crossing <i>Potential funding source: SS4A Implementation Grant or HSIP</i>	33
5	91 st Avenue Street Lighting Improvements	Install streetlights at arterial/collector intersections <i>Potential funding source: MAG Safety Funds</i>	25
6	99 th Avenue FYA Improvements	Install flashing yellow arrows to allow for protected left-turn phasing during peak hours <i>Potential funding source: HSIP</i>	22
7	99 th Avenue Active Transportation Improvements	Install continuous sidewalk and/or multi-use paths to separate pedestrian/bicyclist traffic from travel lanes <i>Potential funding source: TA funds</i>	21
8	99 th Avenue/Van Buren Street Intersection Reconfiguration	Redesign the intersection to appropriate lane widths and turn radii to minimize crossing distance <i>Potential funding source: City CIP</i>	19
9	91 st Avenue/Van Buren Street FYA Improvements	Install flashing yellow arrows to allow for protected left-turn phasing during peak hours <i>Potential funding source: HSIP</i>	17
10	91 st Avenue Active Transportation Infill Improvements	Sidewalk gap infill from Buckeye Road to Van Buren Street, 2-foot buffer lane between travel and bike lane <i>Potential funding source: TA Funds</i>	14
11	99 th Avenue/Roosevelt Street Crossing Improvements	Install a pedestrian crosswalk at the south leg and remove the crosswalk at the north leg of the intersection <i>Potential funding source: City CIP</i>	1



Figure 31. Prioritized Infrastructure Projects for Tolleson



Non-Infrastructure Projects

Table 38. Non-Infrastructure Projects for Tolleson

Non-Construction Related Project
91 st Avenue and 99 th Avenue: Speed/DUI Enforcement (Quarterly) <i>Potential funding source: Governor's Office of Highway Safety</i>
91 st Avenue and 99 th Avenue: Uniform Speed Limit Establishment <i>Potential funding source: City CIP</i>
99 th Avenue: Signal Timing Plans (review and revise every 3 years) <i>Potential funding source: MAG TSOP</i>
99 th Avenue Freight Parking Restrictions <i>Potential funding source: City CIP/PD</i>
Road Safety Audit: 91 st Avenue I-10 to Van Buren Street (to evaluate truck traffic flow along this road), and 99 th Avenue at Van Buren Road Intersection <i>Potential funding source: MAG Safety Program</i>
Safe Routes to School Studies for all Tolleson Schools <i>Potential funding source: MAG Safety Program</i>
Neighborhood Traffic Calming Program <i>Potential Funding Source: City CIP</i>
Semi-Annual Road Safety Education Campaign targets: Pedestrians, Bicyclists, Motorcyclists. <i>Potential funding source: CIP/Public Relations//Governor's Office of Highway Safety</i>
Driver Education – annual high school program <i>Potential funding source: HSIP Education Funds/Governor's Office of Highway Safety</i>

Projects Outside City of Tolleson Jurisdiction

Tables 39, 40, and 41 list the safety projects that Tolleson must coordinate with other jurisdictions to ensure the safety improvements are implemented.

Table 39. Buckeye Road: 107th Avenue – 75th Avenue, Lead Agencies: MCDOT and Phoenix

Solution Name	Solution Description	Prioritization Score
Buckeye Road Freight Parking Restriction	Enforce no on-street freight parking <i>Potential funding source: Governor's Office of Highway Safety</i>	60
Buckeye Road Truck Signal Timing	Evaluate and implement traffic signal progression with appropriate clearance intervals <i>Potential funding source: MAG TSOP</i>	60
Buckeye Road Traffic Signal Visibility Improvements	Install one signal head per lane and near-side signal heads to improve traffic signal visibility <i>Potential funding source: HSIP or MAG Safety Funds</i>	57
Buckeye Road Freight Corridor Medians	Install medians along truck corridors <i>Potential funding source: CIP</i>	52
Buckeye Road FYA Improvements	Install flashing yellow arrows to allow for protected left-turn phasing during peak hours <i>Potential funding source: HSIP</i>	37
Buckeye Road Speed Enforcement	Implement uniform travel speed along the freight corridor <i>Potential funding source: Governor's Office of Highway Safety</i>	30
Buckeye Road Lane Reconfiguration	Uniform lane sizes and limit the number of lane drops <i>Potential funding source: CIP</i>	29
Buckeye Road Lighting Improvements	Install streetlights along both sides of the roadway <i>Potential funding source: MAG Safety Funds</i>	24
Buckeye Road Active Transportation Improvements	Install continuous sidewalks and/or multi-use paths on both sides of the roadway to separate pedestrian/bicyclist traffic from travel lanes. <i>Potential funding source: TA Funds</i>	22

Table 40. The 107th Avenue: Van Buren Street – Buckeye Road, Lead Agencies: MCDOT and Avondale

Solution Name	Solution Description	Prioritization Score
107 th Avenue Speed Feedback Signs	Install flashing speed feedback signs <i>Potential funding source: HSIP or MAG Safety Funds</i>	30
107 th Avenue Lane Width Improvements	Design and implement uniform lane widths and continuous lanes (reduce scalloped streets) <i>Potential funding source: CIP</i>	27
107 th Avenue Traffic Signal Visibility Improvements	Install one signal head per lane and near-side signal heads to improve traffic signal visibility <i>Potential funding source: HSIP or MAG Safety Funds</i>	22

107 th Avenue Access Management Improvements	Reduce and consolidate closely spaced driveways <i>Potential funding source: CIP</i>	12
107 th Avenue Freight Corridor Medians	Install median along the truck corridor <i>Potential funding source: CIP</i>	11
107 th Avenue Street Lighting Improvements	Install streetlights on both sides of the road <i>Potential funding source: MAG Safety Funds</i>	10
107 th Avenue FYA Improvements	Install flashing yellow arrows to allow for protected left-turn phasing during peak hours <i>Potential funding source: HSIP or MAG Safety Funds</i>	7
107 th Avenue Active Transportation Improvements	Install a bike lane and a sidewalk along both sides of the road. If possible, consider MUP on both sides of the road. <i>Potential funding source: TA Funds</i>	3
107 th Avenue Truck Signal Timing	Evaluate and implement traffic signal progression and truck-appropriate clearance intervals <i>Potential funding source: MAG TSOP</i>	3

Table 41 The I-10 Intersections: Signal Timing Improvements. Lead Agency: ADOT

Solution Name	Solution Description	Prioritization Score
99 th Avenue/I-10 Eastbound On-Ramp Intersection Improvements	Design and install an exclusive northbound right-turn lane on 99 th Avenue <i>Potential funding source: MAG TSOP</i>	10
I-10 at 99 th Avenue Signal Timing Improvements	Improve signal phasing at the traffic interchange to reduce queueing and improve progression between signals <i>Potential funding source: MAG TSOP</i>	9
I-10 at 83 rd Avenue Signal Timing Improvements	Improve signal phasing at the traffic interchange to reduce queueing and improve progression between signals <i>Potential funding source: MAG TSOP</i>	9
I-10 at 91 st Avenue Signal Timing Improvements	Improve signal phasing at the traffic interchange to reduce queueing and improve progression between signals <i>Potential funding source: MAG TSOP</i>	8



Policy Recommendations

As part of the SAP, the project team reviewed key documents and recommended changes to City's policies and processes to promote improved traffic safety performance. Implementation of any potential policy and process changes will be at the discretion of the Town and may require additional engineering study. The potential policy and process changes are for consideration and further study and are not intended to establish City code or engineering standards.

A summary of the recommended potential policy and process changes is subsequently provided.

Tolleson, Arizona Code of Ordinances, Chapter 6 (Traffic)

The purpose of the Town code is to communicate enforceable ordinances enacted by the City's elected officials. Chapter 6 of the code, titled "Traffic Code," addresses duty of police, traffic control, parking, Trucks, abandoned vehicles, Impoundment of vehicles, and motorized play vehicles. A key goal in reviewing the City code was to identify provisions in the code that should be updated to be consistent with the most recent safety best practices.

The City should consider looking into updating safety rules related to the following sections:

Collision terminology	Traffic safety studies
Purpose of traffic signals	Limitations on U-turns
Obedience to traffic signs	Vehicle operation on private property
Special event permit requirements	Blocking traffic

On-Street Parking Restrictions

The crash analysis found a large number of truck-related crashes involving parked vehicles. To expedite the process of eliminating on-street parking along arterials and collectors, it is recommended the City consider revising City Code Article 6-4-4, which can allow the Town Engineer or Traffic Engineer be given authority to approve parking restrictions rather than requiring Town Council approval.

Roadway Cross Sections

The City should implement its own set of General Plan Cross Sections. These would be dependent on the typical roadway functional classifications within Tolleson's City limits, mainly including minor arterials, major and minor collectors. Due to its similar urban nature, the City of Phoenix's general cross sections are suggested templates that Tolleson may adopt and revise in producing its own set of standard cross-section drawings. Figure XX shows a general cross-section recommended for Tolleson's arterials and collector roads

Medians

Raised medians are highly desirable as they tend to control access and increase safety. It is recommended that Tolleson include in their general plan cross-section details of raised medians along corridors that are designated as truck routes. It is also highly desirable to adopt landscape medians for their traffic calming benefits. Median widths ranging between 5 and 24 ft are desirable, depending on the functional classification and roadway widths.

Multi-Use Path

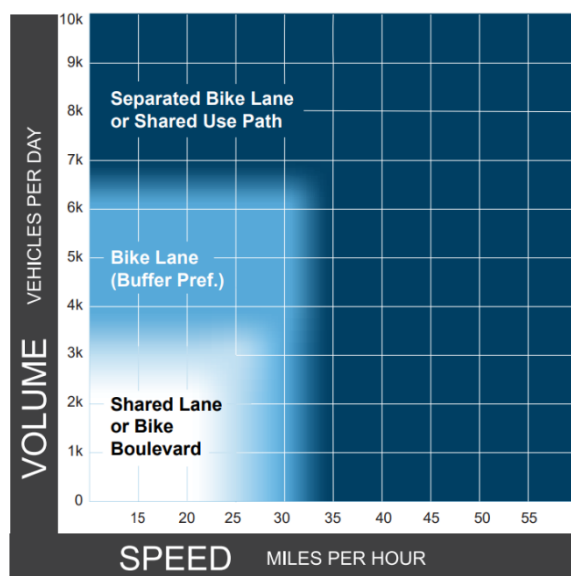
Multi-use paths are typically used to provide grade separation between the travel lanes and pedestrian and bicycle travel modes. The path should be a minimum of 12-feet wide. It is recommended that Tolleson include in their general plan cross-section details of raised medians along corridors that are designated as truck routes.

Bicycle Lane Identification and Regulation Standards

The City of Tolleson should consider various bicycle facilities depending on motor vehicle speed and volume on a given corridor. **Figure 32** from the Federal Highway Administration (FHWA) Bikeway Selection Guide provides guidance for how motor vehicle speed and volume should be taken into consideration when determining which bicycle facilities to use. The City should develop updated standards for bicycle lane markings and signage that are

based on the FHWA Bikeway Selection Guide and the latest American Association of State Highway and Transportation Officials (AASHTO) Guide for the Development of Bicycle Facilities.

Figure 32. FHWA Preferred Bikeway Type



Pavement Marking Guidelines

In addition to displaying cross sections, the City Pavement Marking Guidelines provide direction to contractors and developers about the appropriate use of pavement markings on projects within the City's limits. The City could adopt and revise (if needed) the City of Avondale's pavement marking guidelines. The City should consider looking into updating the following guidelines to be more consistent with best practices:

Pavement markers	Pavement marking width
Atypical lane line markings	Bike lane right-side edge line and Bike buffer
Dual curb ramps	Unmarked pavement duration

Potential Additional Policies and Processes

The following additional policies and processes are suggested for potential further consideration by the City as they may provide potential safety benefits:

- Sharing crash data (such as on an online dashboard)
- Enforcement policies and processes on speeding, on-street trucking, DUI and red light running
- Policies and processes on driver speed feedback signs
- Establishing new neighborhood traffic calming practices
- Project prioritization process in the Tolleson CIP that emphasizes safety
- Supporting safety education campaigns and enforcement activities

Improving Visibility Along Roadway Segments

The City of Tolleson should develop infrastructure projects that improve visibility along roadway segments. Short-term projects may include 3" retro-reflective tape on signal head, retro-reflective pavement markings and signing. The Long-term projects may include:

- Installation of one signal head per lane at signalized intersections,
- Review of each intersection near side signal depending on the truck traffic along the corridor,

- The City should adopt City of Avondale's street lighting standards to address the lighting requirement for arterials, collectors, intersections, shared use paths

Left-Turn Offsets

Left-turn offsets represent the lateral distance between the left edge of a left-turn lane and the right edge of the opposing left-turn lane. If the right edge of the opposing left-turn lane is to the left of the left edge of the left-turn lane, the offset is defined as negative. Conversely, if it is to the right, the offset is positive. According to the MAG, a 2-foot positive offset provides unrestricted sight distance when the opposing left-turn vehicle is a passenger car, and a 3.5-foot positive offset provides unrestricted sight distance when the opposing left-turn vehicle is a truck¹. It is recommended that the City provide a standard detail drawing as a separate document under the suggested Tolleson Uniform Standard Details resembling **Figure 33** to communicate the desired left-turn offset. Additionally, a sample policy to be adopted under the Tolleson's Code of Ordinances would be:

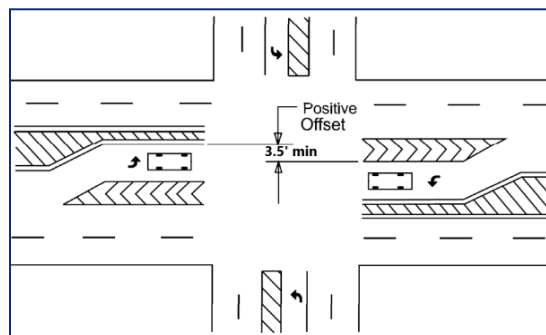


Figure 33. Minimum Positive Offset for New Left-Turn Lanes Source: MAG Left Turn Crash Mitigation Implementation Template and Guidance (May 2019)

“When installing left-turn lanes or designing new intersections where left turning traffic must yield to on-coming traffic, provide a minimum of 3.5 feet of positive offset for opposing left-turn lanes, to ensure adequate sight distance for left-turning drivers.”

This policy could also be included as a note under the proposed general plan cross sections.

Access Management

Access control is achieved through the regulation of public access rights to and from properties abutting the roadway facilities. Control is generally categorized as full control of access, partial control of access, and driveway/entrance regulations. The principal advantage of controlling access is the improvement of service and the reduction of crash frequency and severity. Access management calls for setting access policies for various types of roadways, keying designs to these policies, having the access policies incorporated into legislation, and having the legislation upheld in the courts.

It is recommended that the City create an Access Management section under the **City of Tolleson, Arizona Code of Ordinances Chapter 6: Traffic Code** that lists policies restricting access control along roadways within the City boundaries. These policies should be specific to access facilities such as driveways and frontage/access roads. The following criteria listed under the City of Phoenix **Street Planning and Design Guidelines (2009), Chapter 8 Section 1** and **MCDOT Roadway Design Manual 1996 (Rev. 2024)** are suggested to be added to the new Access Management section:

- Driveways must be constructed to City standards under a permit issued by the Development Services Department.
- Existing, unused driveways must be replaced with curb, gutter and sidewalk built to City standards.
- A single parcel or contiguous parcels comprising one development should be limited to one driveway, unless traffic volume or street frontage warrants additional driveways.
- On major arterial and arterial streets, the sharing of driveways between adjacent properties and common ingress/egress easements are strongly encouraged.

¹ Source: *Left Turn Crash Mitigation Implementation Template & Guidance*, MAG, May 2018, Pg. 9



- Existing driveways that are unnecessary or substandard should be removed or upgraded in conjunction with any new on-site or street construction.
- On major arterial streets, large developments should consolidate major driveways at 1/4 or 1/8 mile locations and align them with driveways on the opposite side of the street.
- Driveways to corner lots should be located per the corner clearance requirements per the required roadway classification.
- Driveways are prohibited within the passenger waiting area of bus stops unless relocation of the facility is approved by Public Transit. Driveways should be located such that bus stop improvements are beyond the projection of driveway visibility triangles and drivers will be able to see around bus stop improvements, both existing and planned. Driveways are not to be located within the flat portion of the bus bay (bus standing area).
- Driveway connections should be placed at locations that facilitate the efficient entry and exit of vehicles to properties on both sides of a street and minimize conflicts with transit facilities, left turn pockets as well as traffic on the streets or neighboring properties.
- Driveways with access on arterial roads may be subject to future turning movement restrictions.²
- Driveways connecting to arterial or major collector streets are to have adequate turnaround space on the private property or a circular driveway to eliminate backing onto the roadway.³

The City must account for variances by including a variance clause similar

- Exceptions may be made by the City of Tolleson Engineer where the application of these standards would create an undue hardship to the abutting property owners and good traffic management practice can be maintained.

Driveway Spacing

The City should adopt the driveway spacing is based on section 3.19 of Avondale's **General Engineering Requirements Manual (2018)** the following is recommended:

- The minimum distance driveway spacing should be based on the functional road classification; driveways should be spaced by minimum 250 ft in Arterial roads and 150 ft in Collector roads as illustrated by **Table 4242**. A 50% factor may reduce the prior values if the driveways are right-in/right-out only. The designated minimum spacings applies to proposed site driveway separation and separation from existing driveways or planned driveways on adjacent parcels or across the street. Accordingly, new driveways shall align with existing driveways on the opposite side of the street on street lacking raised medians. The distance is measured from the nearest curb return (point of curvature) of either an intersecting street or nearby driveway. These would be provided under the suggested Tolleson set of Uniform Standard Details

Table 42. Minimum Driveway Spacing Source: Avondale General Engineering Requirements Manual (2018)

Street Classification	Minimum Distance Driveway Spacing
Arterial	250 feet*
Minor Collector	150 feet
Industrial Collector	150 feet

*Can be 50% less if right-in/right-out only

² Residential Paved Driveway - Information Required for Permit, MCDOT, August 2015

³ Residential Driveways Guidelines, MCDOT, June 2015, Pg. 1

Corner Clearance

The City should consider adopting its own minimum corner clearance requirement thresholds to regulate access in their functionally classified arterial and collector roads. These would be provided under the suggested Tolleson set of Uniform Standard Details and would specify the minimum clear distances between the edge of the roadway and the edge of the driveway. **Table 433** and **Figure 34** are

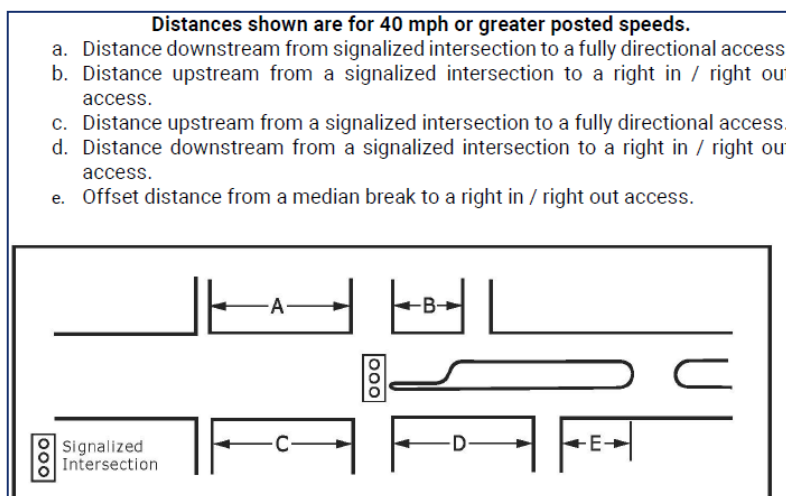
example excerpts thresholds taken from MCDOT's **Roadway Design Manual 1993 (Rev 2024)** for arterial and collector roads corner clearances. Adopting standards following the templates below is recommended.

*Table 43. Minimum Corner Clearances (Signalized Intersections)
Source: MCDOT Roadway Design Manual (2024)*

Distance	Functional Classification of Road	
	Arterial (ft.)	Collector (ft.)
A	360	250
B	180	125
C	360	250
D	360	250
E	75	75

Number of Driveways

Figure 34. Minimum Corner Clearance (Signalized Intersections) Source: MCDOT Roadway Design Manual (2024)



Reducing the number of driveways is a fundamental aspect in access management as it reduces congestion and the likelihood of crashes by reducing the number of access points that inhibit the continuous flow of traffic in through lanes. Unless justified by a traffic impact analysis, at least one driveway is recommended per abutting street. An additional driveway may be incorporated in sites with continuous frontage of at least 300 feet and two additional driveways (total of three) may be incorporated for sites with a total frontage of no less than 600 feet. A fourth driveway may be added in a site with a total frontage exceeding 600 feet, if the driveway is designed to be unlikely used by customers of any businesses on site⁴. These would be provided under the suggested Tolleson set of Uniform Standard Details

Signal Timing Parameters

It is recommended that the City of Tolleson develops its own Clearance and Change Interval standard to potentially encourage agents actively performing public works construction within Tolleson's ordinance to adhere to a set of uniform standards. As a result, this would simplify the review process by Tolleson's engineering department and facilitate the accountability of agents who deviate from the City's specific procedure. Tolleson currently follows the

⁴ General Engineering Requirements, City of Avondale, 2018, Pg. 3-54 Section 3.19.2

City of Phoenix *Clearance and Change Interval SOP* (August 2023) which represents a template that can be utilized to produce their own standard policies and procedures.

The following policy must be adopted in conjunction with the suggested Clearance and Change Internal standard document:

"A traffic signal clearance analysis shall be performed for all traffic signal projects (new signals and existing signal modifications) in Tolleson. The analysis shall be submitted with the submittal of traffic signal plans in the form of a letter or memorandum and shall be sealed by a professional engineer registered in the state of Arizona"

DRAFT

Implementation

The RSAP establishes the goal of a 20 percent reduction in fatal and serious injury crashes by 2030 and an eventual goal of eliminating fatal and serious injury crashes on City roadways. To accomplish these goals, the plan must be implemented in a deliberate way. Successful plan implementation will rely on committed leadership from the City of Tolleson.

Next Steps

Short-Term (0-2 Years)

The City should focus short-term efforts on low-cost recommendations that can be implemented quickly. These recommendations include:

1. Implementing operational improvements mentioned earlier in the RSAP:
 - 91st Avenue and 99th Avenue: Speed/DUI Enforcement (Quarterly)
 - 91st Avenue flashing speed feedback signs, pavement marking, and sign management
 - 83rd Avenue refresh pavement markings
 - Uniform Speed Limit Establishment on 83rd Avenue, 91st Avenue, 99th Avenue and Buckeye Road
 - Signal Timing Plans (Review and revision every 3 years) on 99th Avenue, Buckeye Road, and 83rd Avenue
 - Freight Parking Restrictions on 83rd Avenue, 99th Avenue and Buckeye Road
 - Enhance Signal Visibility using 3" retro reflective tape, citywide signals, including 83rd Avenue, Buckeye Road, and 107th Avenue
2. Creating educational campaigns and programs to increase awareness of traffic safety:
 - Neighborhood Traffic Calming Program
 - Semi-Annual Road Safety Education Campaign targets: Pedestrians, Bicyclists, Motorcyclists.
 - Driver Education – annual high school program
 - Good pedestrian and bicycle education – annual program for elementary schools
3. Conduct location-specific studies:
 - Safe Routes to School Studies for all Tolleson Schools
 - Road Safety Audit: 91st Avenue at Van Buren Street

Medium-Term (2-8 Years)

The City should focus its medium-term efforts on infrastructure projects within its jurisdiction. These recommendations include:

1. 91st Avenue improvements:
 - 91st Avenue Speed Feedback Signs and reduce signing and marking clutter
 - 91st Avenue Street Lighting Improvements
 - 91st Avenue/Van Buren Street Protected Left-Turns
 - 91st Avenue Active Transportation Infill Improvements
2. 99th Avenue improvements:
 - 99th Avenue Medians
 - 99th Avenue: Midblock Crossing Mitigation
 - 99th Avenue FYA Improvements
 - 99th Avenue Active Transportation Improvements
 - 99th Avenue/Van Buren Street Intersection Reconfiguration
 - 99th Avenue/Roosevelt Street Crossing Improvements
3. I-10 Intersections

- I-10/99th Avenue Signal Timing Improvements
- I-10/83rd Avenue Signal Timing Improvements
- I-10/91st Avenue Signal Timing Improvements

Long-Term (8+ Years)

The City should focus its long-term efforts on infrastructure projects outside its jurisdiction. These projects include:

1. Buckeye Road: 107th Avenue – 75th Avenue
 - Buckeye Road Medians
 - Buckeye Road FYA Improvements
 - Buckeye Road Lane Reconfiguration
 - Buckeye Road Lighting Improvements
 - Buckeye Road Active Transportation Improvements
2. 107th Avenue: Van Buren Street – Buckeye Road
 - 107th Avenue Speed Feedback Signs
 - 107th Avenue Lane Width Improvements
 - 107th Avenue Medians
 - 107th Avenue Street Lighting Improvements
 - 107th Avenue FYA Improvements
 - 107th Avenue Active Transportation Improvements
3. I-10 Intersections
 - 99th Avenue/I-10 Eastbound On-Ramp Intersection Improvements

Add Projects to City Capital Improvement Plan

The City should place the recommended projects in its CIP to coordinate the timing and financing of projects. Additionally, more detailed studies may be needed to refine project recommendations. If funding is not available to implement all projects, the City should consider implementing individual solutions within projects, with a focus on higher-ranked solutions, until funding can be secured for all project components.

Apply for Grant Funding

SS4A Implementation grants provide federal funding to implement projects and strategies identified in an RSAP to address roadway safety issues. The City should apply for an SS4A Implementation grant to construct the projects recommended within the RSAP, particularly the higher-cost projects. The City should also consider federal grants such as the HSIP, SRTS, and TA funds, and state and regional funds and grants, to implement the rest of the projects.

Conduct Monitoring and Evaluation

On an annual basis, the City should review the most recent year's crash data, comparing it to trends from prior years as well as the RSAP goal of reducing fatal and serious injury crashes by 20% by 2030. Before-and-after studies should be conducted to evaluate the effectiveness of implemented safety improvements. The Tolleson Safety Committee should communicate safety performance evaluation findings to City leadership and the general public, either by updating the crash dashboard created for the RSAP or by posting the information on the City's website.

Appendices





Appendices

Appendix A. Solution Prioritization Evaluation



CITY COUNCIL REPORT

SUBJECT: Resolution No. 2608 - GPEC Annual Agreement

MEETING DATE: June 24, 2025

TO: Mayor and Council

FROM: Jason Earp, Development Services Director

REVIEWED: Reyes Medrano Jr., City Manager

PURPOSE:

The Development Services Department is requesting the adoption of Resolution No. 2608, approving the Agreement between the City of Tolleson and the Greater Phoenix Economic Council (GPEC) for FY 2026 relating to the Regional Economic Development Program.

BACKGROUND:

GPEC is guided by and strategically focused on marketing the region to generate qualified business/industry prospects in targeted economic clusters.

DISCUSSION:

GPEC concentrates on leveraging public and private allies and resources to locate qualified prospects, improve overall competitiveness and sustain organizational vitality. It's primary role is developing the Greater Phoenix region's market intelligence strategy for high wage, base industry clusters in coordination with representatives of GPEC member communities.

BUDGET IMPACT:

The City of Tolleson agrees to pay \$4,225 for services to be provided by GPEC to improve the City's competitiveness and market readiness to support the growth and expansion of targeted industries.

RECOMMENDATION:

Staff recommends the City Council adopt Resolution No. 2608.

ATTACHMENTS:

1. Res 2608 FY 2026 GPEC Agreement 06 24 25

RESOLUTION NO. 2608

**A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF TOLLESON,
ARIZONA, APPROVING THE AGREEMENT BETWEEN THE CITY OF TOLLESON
AND THE GREATER PHOENIX ECONOMIC COUNCIL FOR FISCAL YEAR 2026
RELATING TO THE REGIONAL ECONOMIC DEVELOPMENT PROGRAM.**

WHEREAS, the Greater Phoenix Economic Council (“GPEC”) is guided by and strategically focused on marketing the region to generate qualified business/industry prospects in targeted economic clusters; and

WHEREAS, GPEC concentrates on leveraging public and private allies and resources to locate qualified prospects, improve overall competitiveness and sustain organizational vitality; and

WHEREAS, the City of Tolleson (the “City”) agrees to work with GPEC to improve the City’s competitiveness and market readiness to support the growth and expansion of targeted industries.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TOLLESON, ARIZONA, as follows:

Section 1. The recitals above are hereby adopted and incorporated as if fully set forth herein.

Section 2. The City agrees to pay \$4,225 for services to be provided by GPEC. The Agreement between the City and GPEC for Fiscal Year 2026 relating to the Regional Economic Development Program is hereby approved substantially in the form attached hereto as Exhibit A and incorporated herein by reference.

Section 3. The Mayor, City Manager, City Clerk and City Attorney are hereby authorized and directed to take all steps necessary to cause the execution and delivery of the Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Mayor and Council of the City of Tolleson, Arizona, on this 24th day of June, 2025.

Juan F. Rodriguez, Mayor

ATTEST: _____
Crystal Zamora, City Clerk

APPROVED AS TO FORM: _____
Justin Pierce, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2608

[Agreement]

See following pages.

**AGREEMENT BETWEEN
THE GREATER PHOENIX ECONOMIC COUNCIL
AND THE CITY OF TOLLESON
City Contract No. _____**

The City Council of the CITY OF TOLLESON, a municipal corporation (the “City”), has approved participation in and support of the regional economic development program of the GREATER PHOENIX ECONOMIC COUNCIL (“GPEC”), an Arizona non-profit corporation. The purpose of this agreement (“Agreement”) is to set forth the regional economic development program that GPEC agrees to undertake, the support that the City agrees to provide, the respective roles of GPEC and the City and the payments of the City to GPEC for the fiscal year July 1, 2025 - June 30, 2026 (“FY2026”).

NOW, THEREFORE, in consideration of the mutual promises contained herein, the CITY and GPEC agree as follows:

I. RESPONSIBILITIES OF GPEC

A. MISSION: Attract and grow quality businesses and advocate for Greater Phoenix’s competitiveness.

B. GOALS: GPEC is guided by and strategically focused on two specific long-range goals:

1. Marketing the region to generate qualified business/industry prospects in targeted economic clusters.
2. Leveraging public and private allies and resources to locate qualified prospects, improve overall competitiveness, and sustain organizational vitality.

C. RETENTION AND EXPANSION POLICY:

1. GPEC’s primary role is developing the Greater Phoenix region’s market intelligence strategy for high wage, base industry clusters in coordination with representatives of GPEC member communities.
2. Retention and expansion of existing businesses within GPEC member communities is primarily a local issue.
3. GPEC will support its member communities’ efforts to retain and expand existing businesses through coordinating regional support and providing research on key retention and expansion projects.
4. GPEC will advise its member communities when an existing company contacts GPEC regarding a retention or expansion issue, subject to any legal or contractual non-disclosure obligations.

D. ACTION PLAN AND BUDGET: In accordance with the Mission, Goals and Retention and Expansion Policy set forth above and subject to the availability of adequate funding, GPEC shall implement the Action Plan and Budget adopted by GPEC’s Board of Directors, a copy of which has been delivered to the City, receipt of which is hereby acknowledged. A summary of the Action Plan is attached hereto as **Exhibit A** (“GPEC Action Plan”). The City shall be informed of any changes in the adopted GPEC Action Plan which will materially affect or alter the priorities established therein. Such notification will be in writing and will be made prior to implementation of such changes. Notwithstanding the foregoing, the City acknowledges and agrees that GPEC may, in its reasonable judgment in accordance with its own practices and procedures, substitute, change, reschedule, cancel or defer certain events or activities described in the GPEC Action Plan as required by a result of changing market conditions, funding availability, unforeseen expenses or

other circumstances beyond GPEC's reasonable control. GPEC shall solicit the input of the City on the formulation of future marketing strategies and advertisements. The GPEC Action Plan will be revised to reflect any agreed upon changes to the GPEC Action Plan.

- E. PERFORMANCE TARGETS:** Specific performance targets, established by GPEC's Executive Committee and Board of Directors, are attached hereto as **Exhibit B** ("GPEC Performance Measures") and shall be used to evaluate and report progress on GPEC's implementation of the GPEC Action Plan. In the event of changing market conditions, funding availability, unforeseen expenses or other circumstances beyond GPEC's reasonable control, these performance targets may be revised with the City's prior written approval, or with the prior written approval of a majority of the designated members of GPEC's Economic Development Directors Team ("EDDT"). GPEC will provide monthly reports to the City discussing in detail its progress in GPEC implementing the Action Plan as well as reporting the numerical results for each performance measurement set forth in Exhibit B. GPEC shall provide a copy of its annual external audit for the preceding fiscal year to the City no later than December 31, 2025.

In the case of any benchmark which is not met, GPEC will meet with the EDDT to provide an explanation of the relevant factors and circumstances and discuss the approach to be taken in order to achieve the target(s). Failure to meet a performance target will not, by itself, constitute an event of default hereunder unless GPEC (i) fails to inform the City of such event or (ii) fails to meet with EDDT to present a plan for improving its performance during the balance of the term of the Agreement, which, if GPEC fails to comply with either step, will constitute an event of default for which the City may terminate this Agreement pursuant to paragraph IV.J. below.

II. RESPONSIBILITIES OF THE CITY

- A. STAFF SUPPORT OF GPEC EFFORTS:** The City shall provide staff support to GPEC's economic development efforts as follows:
1. The City shall respond to leads or prospects referred by GPEC in a professional manner within the time frame specified by the lead or prospect if the City desires to compete and if the lead is appropriate for the City. When available, the City agrees to provide its response in the format developed jointly by EDDT and GPEC;
 2. The City shall provide appropriate local hospitality, tours and briefings for prospects visiting sites in the City;
 3. The City shall provide an official economic development representative to represent the City on the EDDT, which advises GPEC's President and CEO;
 4. The City shall cooperate in the implementation of GPEC/EDDT process improvement recommendations including the use of common presentation formats, exchange of information on prospects with GPEC's staff, the use of shared data systems, land and building data bases and private sector real estate industry interfaces;
 5. The City shall use its best efforts to respond to special requests by GPEC for particularized information about the City within three business days after the receipt of such request;
 6. In order to enable GPEC to be more sensitive to the City's requirements, the City may, at its sole option, deliver to GPEC copies of any City approved economic development strategies, work plan, programs and evaluation criteria. GPEC shall not disclose the same to the other participants in GPEC or their representatives;
 7. The City shall utilize its best good faith efforts to cause an economic development professional representing the City to attend all marketing events and other functions to which the City has committed itself; and

8. The City agrees to work with GPEC to improve the City's Competitiveness and market readiness to support the growth and expansion of the targeted industries as identified for the City in **Exhibit C** ("Targeted Industries").

B. RECOGNITION OF GPEC: The City agrees to recognize GPEC as the City's officially designated regional economic development organization for marketing the Greater Phoenix region.

III. ADDITIONAL AGREEMENTS OF THE PARTIES:

A. PARTICIPATION IN MARKETING EVENTS AND PROVISION OF TECHNICAL ASSISTANCE: Representative(s) of the City shall be entitled to participate in GPEC's marketing events provided that such participation shall not be at GPEC's expense. When requested and appropriate, GPEC will use its best efforts to provide technical assistance and support to City economic development staff for business location prospects identified and qualified by the City and assist the City with presentations to the prospect in the City or the prospect's corporate location.

B. COMPENSATION:

1. The City agrees to pay **\$4,225** for services to be provided by GPEC pursuant to the Agreement during the fiscal year ending on June 30, 2026, as set forth in this Agreement. This amount is based on approximately \$.4897 per capita, based upon the 2024 Office of Economic Opportunity population estimate, which listed the City as having a population of **8,627**. The payment by the City may, upon the mutual and discretionary approval of the board of directors of GPEC and the City Council, be increased or decreased from time to time during the term hereof in accordance with the increases or decreases of general application in the per capita payments to GPEC by other municipalities which support GPEC.
2. Funding of this Agreement shall be subject to the annual appropriation of funds for this activity by the City Council pursuant to the required budget process of the City;
3. Nothing herein shall preclude the City from contracting separately with GPEC for services to be provided in addition to those to be provided hereunder, upon terms and conditions to be negotiated by the City and GPEC; and
4. GPEC shall submit invoices for payment on a semi-annual basis. The foregoing notwithstanding, if GPEC has not provided the City with the audit required pursuant to paragraph I.E. above no later than December 31, 2025, no payments shall be made hereunder until the City receives the audit report. Invoices and monthly activity reports, substantially in the form of **Exhibit D** ("Reporting Mechanism for Contract Fulfillment") attached hereto, are to be submitted to the address listed under paragraph IV.P.

C. COOPERATION:

1. The parties acknowledge that GPEC is a cooperative organization effort among GPEC and its member communities. Accordingly, the City and GPEC covenant and agree to work together in a productive and harmonious manner, to cooperate in furthering GPEC's goals for FY2026. The City and GPEC further covenant and agree to comply with the Regional Cooperation Protocol, attached hereto as **Exhibit F**, in all material respects.
2. The City agrees to work with GPEC, as necessary or appropriate, to revise the performance measures, and/or benchmarks, and/or goals for the FY2027 contract.

3. The City agrees to work with GPEC during FY2026 to develop a revised public sector funding plan, including a regional allocation formula for FY2027, if determined to be necessary or appropriate.

IV. GENERAL PROVISIONS:

- A. **COVENANT AGAINST CONTINGENT FEES:** GPEC warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For a breach or violation of this warranty, the City shall have the right to terminate this Agreement without liability or, in its discretion, to deduct the commission, brokerage or contingent fee from its payment to GPEC.
- B. **PAYMENT DEDUCTION OFFSET PROVISION:** GPEC recognizes the provisions of the City Code of the City of Tolleson which require and demand that no payment be made to any contractor as long as there is any outstanding obligation due to the City, and directs that any such obligation be offset against payment due to GPEC.
- C. **ASSIGNMENT PROHIBITED:** No party to this agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and no effect.
- D. **INDEPENDENT CONTRACTOR; NO AGENCY:** Nothing contained in this Agreement creates any partnership, joint venture or agency relationship between the City and GPEC. At all times during the term of this Agreement, GPEC shall be an independent contractor and shall not be an employee of City. City shall have the right to control GPEC only insofar as to the results of GPEC's services rendered pursuant to this Agreement. GPEC shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. GPEC shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.
- E. **INDEMNIFICATION AND HOLD HARMLESS:** During the term of this Contract and to the fullest extent permitted by law, GPEC shall indemnify, defend, hold, protect and save harmless the City and any and all of its Council members, officers and employees from and against any and all actions, suits, proceedings, claims and demands, loss, liens, costs, expense and liability of any kind and nature whatsoever, for injury to or death of persons, or damage to property, including property owned by City, brought, made, filed against, imposed upon or sustained by the City, its officers, or employees in and arising from or attributable to or caused directly or indirectly by the negligence, wrongful acts, omissions or from operations conducted by GPEC, its directors, officers, agents or employees acting on behalf of GPEC and with GPEC's knowledge and consent.

Any party entitled to indemnity shall notify GPEC in writing of the existence of any claim, demand or other matter to which GPEC's indemnification obligations would apply, and shall give to GPEC a reasonable opportunity to defend the same at its own expense and with counsel reasonably satisfactory to the indemnified party.

Nothing in this Subsection E shall be deemed to provide indemnification to any indemnified party with respect to any liabilities arising from the fraud, negligence, omissions or willful misconduct of such indemnified party.

- F. **INSURANCE:** GPEC shall procure and maintain for the duration of this Agreement, at GPEC's own cost and expense, insurance against claims for injuries to persons or damages to property which may arise from or in connection with this Agreement by GPEC, its agents, representatives, employees or contractors, in accordance with the Insurance Requirements set forth in **Exhibit E** ("Insurance Requirements"), attached hereto. The City acknowledges that it has received and reviewed evidence of GPEC's insurance coverage in effect as of the execution of this Agreement.

- G. GRATUITIES.** The City may, by written notice to GPEC, terminate the right of GPEC to proceed under this Agreement upon one (1) calendar day notice, if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by GPEC, or any agent or representative of GPEC, to any officer or employee of the City with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performance of such contract; provided that the existence of the facts upon which the City makes such findings shall be an issue and may be reviewed in any competent court. In the event of such termination, the City shall be entitled to pursue all legal and equitable remedies against GPEC available to the City. Activities by an officer or employee of the City while engaged in official business with GPEC, including travel shall not be deemed a gratuity.
- H. EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this Agreement, GPEC agrees as follows:
1. GPEC will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age or disability. GPEC shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, gender, sexual orientation, national origin, age or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. GPEC agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 2. GPEC will, in all solicitations or advertisements for employees place by or on behalf of GPEC, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, sexual orientation, national origin, age or disability.
 3. GPEC will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement, provided that the foregoing provisions shall not apply to Agreements or subcontracts for standard commercial supplies or new materials.
 4. Upon request by the City, GPEC shall provide City with information and data concerning action taken and results obtained in regard to GPEC's Equal Employment Opportunity efforts performed during the term of this Agreement. Such reports shall be accomplished upon forms furnished by the City or in such other format as the City shall prescribe.
- I. COMPLIANCE WITH APPLICABLE FEDERAL AND STATE LAWS REQUIRED.** GPEC understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986, the Drug Free Workplace Act of 1989 and the Americans with Disabilities Act, and agrees to comply therewith in performing under any resultant agreement and to permit City inspection of its records to verify such compliance.
1. GPEC warrants to the City that, to the extent applicable under A.R.S. §41-4401, GPEC is in compliance with all Federal Immigration laws and regulations that relate to its employees and with the E-Verify Program under A.R.S. §23-214(A). GPEC acknowledges that a breach of this warranty by GPEC or any subcontractors providing services under this Agreement is a material breach of this Agreement subject to penalties up to and including termination of this Agreement or any applicable subcontract. The City retains the legal right to inspect the papers of any employee of GPEC or any subcontractor who works on this Agreement to ensure compliance with this warranty.
 2. The City may conduct random verification of the employment records of GPEC and any of its subcontractors who work on this Agreement to ensure compliance with this warranty.

3. The City will not consider GPEC or any of its subcontractors who work on this Agreement in material breach of the foregoing warranty if GPEC and such subcontractors establish that they have complied with the employment verification provisions prescribed by 8 USCA § 1324(a) and (b) of the Federal Immigration and Nationality Act and the e-verify requirements prescribed by A.R.S § 23-214(A).
4. The provisions of this Section I must be included in any contract GPEC enters into with any and all of its subcontractors who provide services under this Agreement or any subcontract to provide services under this Agreement. As used in this Section I "services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.
5. GPEC certifies that it is not currently engaged in and agrees for the duration of the Agreement not to engage in a boycott of Israel as defined in A.R.S. § 35-393.
6. In accordance with Arizona Revised Statutes § 35-394, GPEC hereby certifies and agrees that GPEC does not currently and shall not for the duration of this Agreement use 1) the forced labor of ethnic Uyghurs in the People's Republic of China, 2) any services or goods produced by the forced labor of ethnic Uyghurs in the People's Republic of China, and/or 3) any suppliers, contractors or subcontractors that use the forced labor or any services or goods produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If GPEC becomes aware during the term of this Agreement that GPEC is not in compliance with this Section, then GPEC shall notify the Town within five (5) business days after becoming aware of such noncompliance. If GPEC does not provide the Town with written certification that GPEC has remedied such noncompliance within one hundred eighty (180) days after notifying the Town of such noncompliance, this Agreement shall terminate, except that if the Agreement termination date occurs before the end of such one hundred eighty (180) day remedy period, this Agreement shall terminate on such contract termination date.

J. TERMINATION. City shall have the right to terminate this Agreement if GPEC shall fail to duly perform, observe or comply with any covenant, condition or agreement on its part under this Agreement and such failure continues for a period of 30 days (or such shorter period as may be expressly provided herein) after the date on which written notice requiring the failure to be remedied shall have been given to GPEC by the City; provided, however, that if such performance, observation or compliance requires work to be done, action to be taken or conditions to be remedied which, by their nature, cannot reasonably be accomplished within 30 days, no event of default shall be deemed to have occurred or to exist if, and so long as, GPEC shall commence such action within that period and diligently and continuously prosecute the same to completion within 90 days or such longer period as the City may approve in writing. The foregoing notwithstanding, in the event of circumstances which render GPEC incapable of providing the services required to be performed hereunder, including, but not limited to, insolvency or an award of monetary damages against GPEC in excess of its available insurance coverage and assets, the City may immediately and without further notice terminate this Agreement.

K. RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS. GPEC's performance hereunder shall be in material compliance with all applicable federal, state and local health, environmental, and safety laws, regulations, standards, and ordinances in effect during the performance of this Agreement.

L. INSTITUTION OF LEGAL ACTIONS. Any legal actions instituted pursuant to this Agreement must be filed in the county of Maricopa, State of Arizona, or in the Federal District Court in the District of Arizona. In any legal action, the prevailing party in such action will be entitled to reimbursement

by the other party for all costs and expenses of such action, including reasonable attorneys' fees as may be fixed by the Court.

- M. APPLICABLE LAW.** Any and all disputes arising under any Agreement to be awarded hereunder or out of the proposals herein called for, which cannot be administratively resolved, shall be tried according to the laws of the State of Arizona, and GPEC shall agree that the venue for any such action shall be in the State of Arizona.
- N. CONTINUATION DURING DISPUTES.** GPEC agrees that, notwithstanding the existence of any dispute between the parties, each party shall continue to perform the obligations required of it during the continuation of any such dispute, unless enjoined or prohibited by an Arizona court of competent jurisdiction.
- O. CITY REVIEW OF GPEC RECORDS.** GPEC must keep all Agreement records separate and make them available for audit by City personnel upon request.
- P. NOTICES.** Any notice, consent or other communication required or permitted under this Agreement shall be in writing and shall be deemed received at the time it is personally delivered, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service or, if mailed, three (3) days after the notice is deposited in the United States mail addressed as follows:

If to City:
City of Tolleson
Attn: City Manager, Reyes Medrano, Jr.
9555 West Van Buren Street
Tolleson, Arizona 85353
Phone: (623) 936-7111
Fax: (623) 936-7117

If to GPEC:
Greater Phoenix Economic Council
Attn: President and Chief Executive Officer, Chris Camacho
Two North Central Avenue, Suite 2500
Phoenix, Arizona 85004-4469
Phone: (602) 256-7700
Fax: (602) 256-7744

Any time period stated in a notice shall be computed from the time the notice is deemed received. Either party may change its mailing address or the person to receive notice by notifying the other party as provided in this paragraph.

- Q. TRANSACTIONAL CONFLICT OF INTEREST.** All parties hereto acknowledge that this Agreement is subject to cancellation by the City pursuant to the provisions of A.R.S. §38-511.
- R. NONLIABILITY OF OFFICIALS AND EMPLOYEES.** No member, official or employee of the City will be personally liable to GPEC, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to GPEC or successor, or on any obligation under the terms of this Agreement. No member, official or employee of GPEC will be personally liable to the City, or any successor in interest, in the event of any default or breach by the GPEC or for any amount which may become due to the City or successor, or on any obligation under the terms of this Agreement.
- S. NO WAIVER.** Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies as to any default, will not operate as a waiver of any default, or of any such rights or remedies, or deprive any such party of its right to institute and

maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

- T. SEVERABILITY.** If any provision of this Agreement shall be found invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law, provided that the fundamental purposes of this Agreement are not defeated by such severability.
- U. CAPTIONS.** The captions contained in this Agreement are merely a reference and are not to be used to construe or limit the text.
- V. NO THIRD PARTY BENEFICIARIES.** No creditor of either party or other individual or entity shall have any rights, whether as a third-party beneficiary or otherwise, by reason of any provision of this Agreement.
- W. DISCLOSURE OF CONFIDENTIAL INFORMATION IF REQUIRED BY LAW.** This agreement allows the Parties to disclose Confidential Information, as defined below, to each other under the following terms. In the opinion of the Parties to this Agreement: (1) the Confidential Information is the proprietary property of the Parties and is strictly confidential and privileged pursuant to, among other laws, A.R.S. §§ 44-401, et seq., (2) the release of the Confidential Information provided could cause harm to the Parties' competitive position, (3) the Confidential Information is potentially personal and private, and (4) the Confidential Information is exempt from disclosure under the Arizona Public Records and Open Meeting Laws, A.R.S. § 39-121, et seq. The Agreement does not license, assign, or convey any intellectual property or proprietary rights from any Party to any other Party.

"Confidential Information" means non-public information, know-how, or trade secrets in any form, that:

1. Are designated as being confidential; or
2. A reasonable person knows or reasonably should understand to be confidential.

The City must comply with and may be subject to certain disclosure requirements under the Arizona public records law (A.R.S. § 39-101, et seq.). The City may disclose Confidential Information if required to comply with a court order or other government demand that has the force of law. Prior to disclosure, the Party must:

1. Seek the highest level of protection available; and
2. Give GPEC reasonable prior notice of the request for records and identified responsive documents to allow them to seek a protective order, unless such notice is not permitted under law.

- X. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS.** This Agreement may be executed in up to three (3) duplicate originals, each of which is deemed to be an original. This Agreement, including eight (8) pages of text and the below-listed exhibits which are incorporated herein by this reference, constitutes the entire understanding and agreement of the parties.

Exhibit A – GPEC Action Plan
Exhibit B – GPEC Performance Measures
Exhibit C – Targeted Industries
Exhibit D – Reporting Mechanism for Contract Fulfillment
Exhibit E – Insurance Requirements
Exhibit F – Regional Cooperation Protocol

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City or GPEC, and all amendments hereto must be in writing and signed by the appropriate authorities of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement this _____ day of _____, 2025.

CITY OF TOLLESON,
a municipal corporation

By: _____
Reyes Medrano, Jr.
City Manager

ATTEST:

By: _____
Crystal Zamora, City Clerk

APPROVED AS TO FORM:

By: _____
Justin S. Pierce, City Attorney

GREATER PHOENIX ECONOMIC COUNCIL,
an Arizona nonprofit corporation

By: _____
Chris Camacho
President & Chief Executive Officer



GREATER PHOENIX ECONOMIC COUNCIL

Action Plan

FISCAL YEAR 2026



602.256.7700 /// gpec.org

Letter from Chris Camacho

President & CEO



Over the past two decades, Greater Phoenix has experienced extraordinary growth, transforming from a region dependent on growth and consumption to a market primed for the world stage. Yet with this success comes a new set of challenges that are the natural consequence of rapid advancement, and we must now meet them head on.

Greater Phoenix stands at an inflection point as we look ahead to Fiscal Year 2026. I am filled with immense pride for the momentum the region has built and speed at which the economic landscape has shifted, we must continue to evolve, adapt, and lead.

The FY26 Action Plan aligns with the strategies outlined in the FY26-FY28 Strategic Plan adopted earlier this year, which lays out a future-focused strategy that builds on our strengths while expanding our global reach. In FY26, we are investing in a refreshed narrative that reflects who we are: a dynamic and innovative hub for advanced industries and global commerce.

As global supply chains realign and companies seek stability, speed to market and talent, Greater Phoenix is positioned as the premier choice. Through increased international

engagement, local leadership, and brand recognition, we will amplify our presence on the world stage and continue to drive investment into the region.

But none of this is possible without collaboration. Our strength lies in the partnerships we’ve built across the public and private sectors – with regional leaders, community champions, and forward-thinking businesses. Together, we will not only shape the next chapter of Greater Phoenix’s economic story, but define a model for regional prosperity that others will follow.

Thank you for your continued partnership. I look forward to all we will achieve together in FY26 and beyond.

“ Together, we will not only shape the next chapter of Greater Phoenix’s economic story, but define a model for regional prosperity that others will follow.”



Chris Camacho
President & CEO

Our Mission

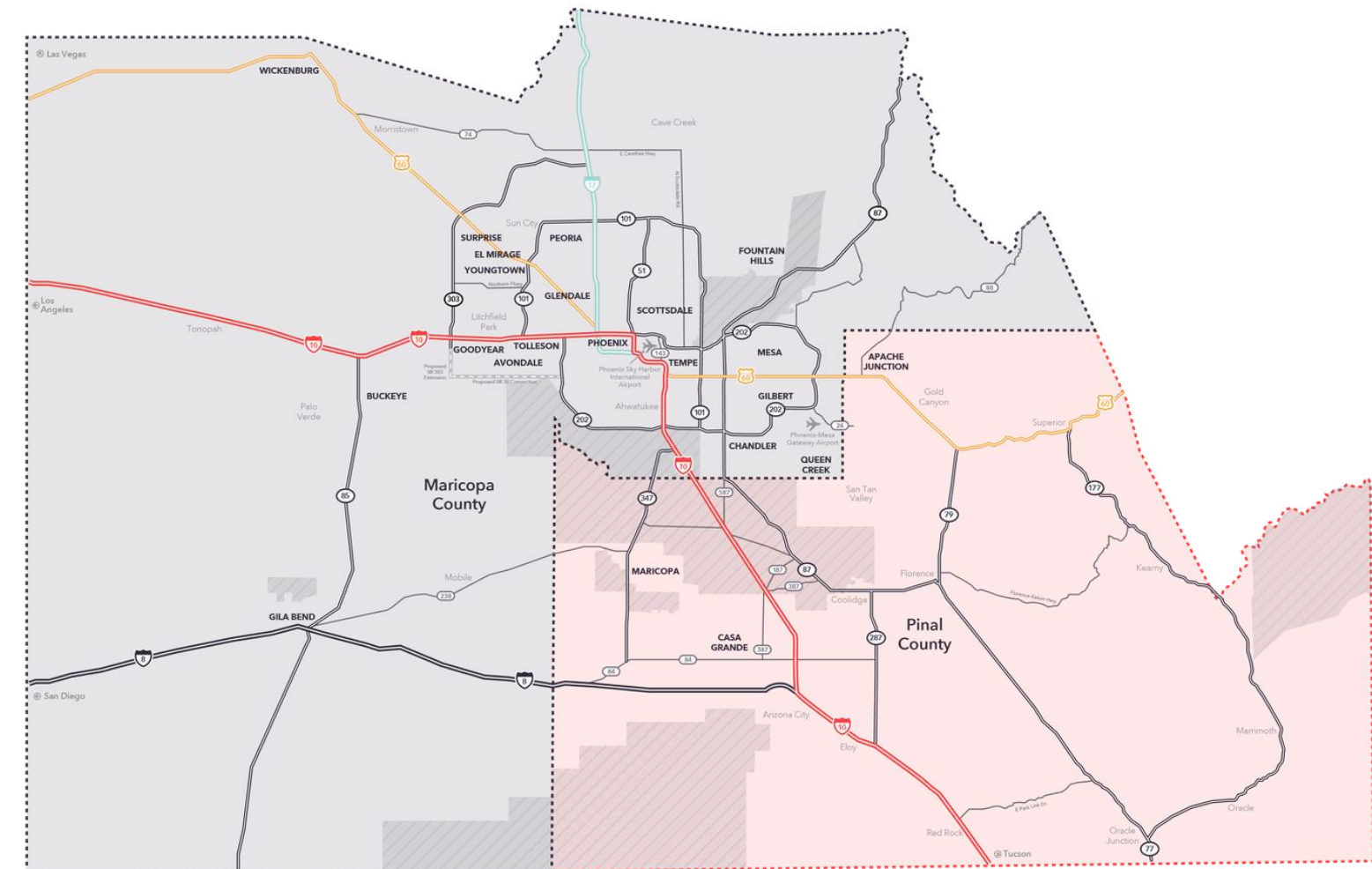
To attract and grow quality businesses, and advocate for Greater Phoenix's competitiveness.

Our Values

- ⊕ We exist to serve and enhance our community.
- ⊕ We are committed to excellence in execution.
- ⊕ Our ability to innovate, collaborate and adapt sets us apart.

Our Communities

22 cities and towns, Maricopa and Pinal counties



FY26-FY28 Vision

Be the leading market for high-value investments and growth for local, national and international businesses with an eye to the industries of the future, enabling smart growth and advancing prosperity for the people of Greater Phoenix.

FY26-28 Strategic Plan Goals

Goal 1

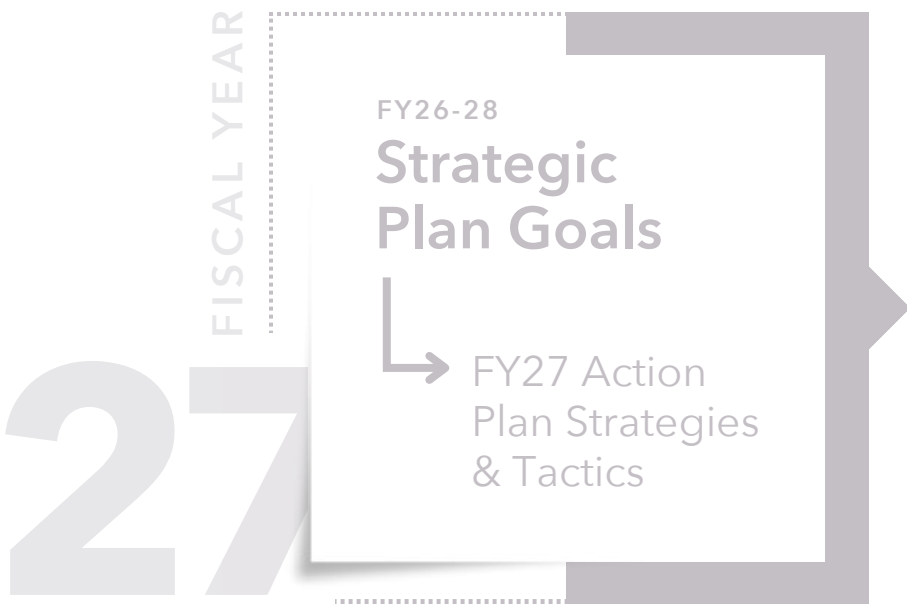
Build an internationally recognizable regional brand as a market uniquely positioned for high-impact industries and growth driven by innovation.

Goal 2

Advance the region through future-focused investments and infrastructure, robust support for the startup ecosystem, and best-in-class support for expanding and relocating firms.

Goal 3

Ensure GPEC is nimble in executing its mission as markets, technologies and the region continue to evolve.



Goal 1:

Build an internationally recognizable regional brand as a market uniquely positioned for high-impact industries and growth driven by innovation.

Strategy 1:

Reiterate and widely distribute a consistent narrative that Greater Phoenix is the destination for high-value, future-focused industries and top talent.

Tactics:

- Execute a national and international earned and paid media plan to showcase Greater Phoenix.
- Distribute a unique brand platform that can be utilized by numerous stakeholders to further brand recognition for the region.

Strategy 2:

Build on existing international interest to define the market as a global hub for innovation that is agile and ready to address the needs of emerging opportunities.

Tactics:

- Use increased international funding to conduct more international engagements tied to global industry conferences and events.
- Leverage advanced industries with footprints in the region to connect with national and international HQs and their investment strategy.
- Utilize marquee international events to showcase the region.

Strategy 3:

Advocate for smart growth focused on high-value, sustainable industries that will drive long-term regional success.

Tactics:

- Identify the key opportunity industries related and adjacent to the semiconductor supercycle to position Greater Phoenix as a premier place for investment.
- Communicate key narratives to the public, policymakers, partners and stakeholders to further understanding of the importance of economic development in the community and region.
- Utilize the Washington, D.C. Executive Mission trip to communicate regional priorities to federal leadership.



Goal 2:

Advance the region through future-focused investments and infrastructure, robust support for the startup ecosystem, and best-in-class support for expanding and relocating firms.

Strategy 1:

Identify and advocate for the policy and infrastructure needed to be the leading market for the industries of the future.

Tactics:

- Be a vocal advocate for smart policy related to water, air quality, grid integrity, education and workforce development, and future city planning.

Strategy 2:

Expand and share expertise to support companies investing in the region throughout the increasingly complex project processes.

Tactics:

- Master project management from lead generation to hiring.
- Engage regional public and private partners, highlighting competitiveness levers required to attract industry.



Photo Credit: Arizona State University

Strategy 3:

Streamline the regional economic development system to provide comprehensive support.

Tactics:

- Focus on foundational activities that impact investment decisions regionally.
- Articulate a set of priorities for the region and align peer organizations to execute against these.
- Work with universities and colleges to align with industry partners on workforce readiness programs.

Strategy 4:

Increase regional investments into the innovation ecosystem that enable both legacy companies and startups to thrive.

Tactics:

- Streamline attention to results-driven activities supporting the regional entrepreneurial ecosystem.
- Advocate for startup programming that enables local company growth.
- Engage local and national venture capital firms, private equity funds, and family offices to drive investment in local companies.

Goal 3:

Ensure GPEC is nimble in executing its mission as markets, technologies and the region continue to evolve.

Strategy 1:

Leverage GPEC’s network expertise to cultivate high-value touchpoints and relationships that further the reach and influence of the organization.

Tactics:

- Activate GPEC’s network including its Board of Directors, strategic councils and Ambassador network to advocate for the organization’s priorities.
- Work with stakeholders to identify key market players and facilitate connections that advance GPEC’s mission and secure sustainable funding.

Strategy 2:

Enhance long-term positioning by differentiating GPEC’s unique value proposition for stakeholders in the community.

Tactics:

- Double down on the activities that uniquely define GPEC, such as high-quality research, business development expertise and brand platform communication.

Strategy 3:

Ensure strategic talent and resource alignment to deliver excellence in the execution of key priority pillars.

Tactics:

- Allocate financial and operational resources where they will drive the most results for counties, communities and private industry supporters.
- Adjust resources dynamically to respond to changing priorities.

Metrics and Budget Overview

In FY26, GPEC is focused on cultivating impactful projects in key sectors – such as high-tech, office and bioscience – that tend to have smaller phase one job counts but higher wages. Additionally, the market is seeing headwinds on factors impacting larger projects, including power demand, air quality and a shifting economic environment.

Prospect activity is expected to remain constant, with an intentional focus on international activities to drive prospects.

	Contract	Target	Stretch
Payroll (in Millions)	\$354.65	\$394.06	\$433.47
Jobs (Phase 1)	5,670	6,300	6,930
High-Wage Jobs	3,151	3,502	3,852
Average High-Wage Salary	\$75,921	\$84,357	\$92,793
Qualified Prospects	233	258	283
Qualified International Prospects	48	53	58
GPEC Assists	10	12	14
Community ROI ¹	18:1	20:1	22:1
Stakeholder Satisfaction with Business Attraction ²	7.0	7.3	7.6
Stakeholder Satisfaction with Competitive Position ²	7.0	7.3	7.6

1 ROI is calculated as a ratio of direct revenue from GPEC locates divided by funding from GPEC member communities.
2 Average result from respondents of EDDT and Board of Directors end-of-year surveys.

Revenues	Proposed FY2026	Approved FY2025	YOY Var. \$	YOY Var. %
City/County Contract Revenue	\$3,210,154	\$3,027,872	\$182,282	6%
Pledge Revenue	\$3,898,350	\$4,307,850	\$(409,500)	(10%)
New Pledges	\$250,000	\$425,000	\$(175,000)	(41%)
In-Kind Contributions	\$140,000	\$140,500	\$(500)	(0%)
Special Events & Programs	\$165,000	\$130,000	\$35,000	27%
Sponsorship Income	\$363,500	\$280,000	\$83,500	30%
Grant Income	\$83,000	\$279,122	\$(196,122)	0%
Other Income	\$15,000	\$14,560	\$440	3%
TOTAL REVENUE	\$8,125,004	\$8,604,904	\$(479,900)	(6%)

Expenses	Proposed FY2026	Approved FY2025	YOY Var. \$	YOY Var. %
Business Development	\$864,527	\$831,973	\$32,554	4%
Marketing & Communications	\$463,443	\$586,822	\$(123,379)	(21%)
Research & Analytics	\$284,242	\$331,034	\$(46,852)	(14%)
Engagement	\$152,568	\$168,197	\$(15,629)	(9%)
Regional Initiatives	\$128,413	\$279,185	\$(150,773)	(54%)
Operations	\$411,982	\$473,417	\$(61,435)	(13%)
Personnel	\$5,551,200	\$5,265,199	\$286,001	5%
Facilities	\$522,600	\$522,357	\$243	0%
Special Events & Programs	\$283,000	\$439,122	\$(156,122)	(36%)
TOTAL EXPENSES	\$8,661,975	\$8,897,306	\$(235,331)	(3%)
NET INCOME/(LOSS)	\$(536,971)	\$(292,402)	\$(244,569)	84%



Investors

Visionary Level



Champion Level



JPMorganChase

Accelerator Level



Builder Level

- [AECOM Hunt](#)
- [American Airlines](#)
- [Arizona Diamondbacks](#)
- [Bank of America](#)
- [Banner Health](#)
- [BMO Harris Bank](#)
- [BOK Financial](#)
- [Brookfield Residential](#)
- [CBRE](#)
- [Chicanos Por La Causa](#)
- [Clayco](#)
- [Cousins Properties, Inc.](#)
- [Creighton University](#)
- [Desert Financial Credit Union](#)
- [Dignity Health](#)
- [Dorsey & Whitney](#)
- [DSV](#)
- [Empire Southwest](#)
- [Equity Land Group](#)
- [Holdings/Arizona Land](#)
- [Consulting](#)
- [Ernst & Young](#)
- [Freeport McMoRan Inc.](#)
- [Global Credit Union](#)
- [Goodmans](#)
- [Grand Canyon University](#)
- [Helios](#)
- [Honeywell](#)
- [HonorHealth](#)
- [Idealab Arizona](#)
- [Intel Corporation](#)
- [JE Dunn Construction](#)
- [Kitchell](#)
- [M Culinary](#)
- [Mayo Clinic](#)
- [MidFirst Bank](#)
- [Mortenson](#)
- [MSC Mediterranean](#)
- [Shipping Company \(USA\)](#)
- [Inc.](#)
- [Olsson](#)
- [onsemi](#)
- [Perkins Coie LLP](#)
- [Phoenix Suns and Phoenix](#)
- [Mercury](#)
- [Pivotal Group](#)
- [Quarles & Brady](#)
- [Snell & Wilmer LLP](#)
- [STORE Capital](#)
- [Taft](#)
- [U.S. Bank](#)
- [Valley Metro](#)
- [Valley of the Sun United](#)
- [Way](#)
- [Vitalant](#)
- [Weitz Company](#)
- [Western Alliance Bank](#)

Advocate Level

- [Air2o](#)
- [Alston Construction](#)
- [Archicon L.C. Architecture](#)
- [Arizona Community](#)
- [Foundation](#)
- [Axios](#)
- [Baker Development](#)
- [Bell Bank](#)
- [Blue Cross Blue Shield of](#)
- [Arizona](#)
- [Bridge Relocation](#)
- [Concierge](#)
- [Bristol Myers Squibb](#)

- [BRPH](#)
- [Brycon Construction](#)
- [Burns & McDonnell](#)
- [CapRock Partners](#)
- [CG Schmidt](#)
- [Colliers International](#)
- [Commonwealth Land Title](#)
- [National Commercial](#)
- [Services](#)
- [Cresa](#)
- [Crescent Crown](#)
- [Distributing](#)
- [Cushman & Wakefield](#)
- [Davis Architecture](#)
- [De Rito Partners](#)
- [Deloitte](#)
- [Deutsch Architecture Group](#)
- [DFDG Architecture](#)
- [Dircks Moving & Logistics](#)
- [DLR Group](#)
- [DP Electric](#)
- [DPR Construction](#)
- [El Dorado Holdings](#)
- [EmployBridge](#)
- [Enterprise Bank & Trust](#)
- [EPCOR](#)
- [Everest Holdings](#)
- [FCL Builders](#)
- [FirstBank](#)
- [Gammage & Burnham](#)
- [GCON](#)
- [Gensler](#)
- [Global Roofing Group](#)
- [Gray Construction](#)
- [Graycor Construction](#)
- [Green Maple Law Group](#)
- [Haydon Building Corp](#)
- [HDR](#)
- [Holualoa Companies](#)
- [Howard Hughes](#)
- [Corporation](#)
- [Immedia](#)
- [JLL](#)
- [Keyser](#)
- [Land Advisors Organization](#)
- [Langan Engineering and](#)
- [Environmental Services](#)
- [Lee & Associates](#)
- [Lincoln Property Company](#)
- [Mack Real Estate Group](#)
- [Mastek](#)
- [Meritage Homes](#)
- [Multistudio](#)
- [NAI Horizon](#)
- [Okland Construction](#)
- [OneAZ Credit Union](#)
- [Opus Development](#)
- [Company](#)
- [Page](#)
- [Partners Personnel](#)
- [Pathward](#)
- [Phoenix Children's Hospital](#)
- [Phoenix Raceway](#)
- [Professional Piping Systems](#)
- [Pureflow Inc.](#)
- [Reliance Management](#)
- [Renaissance Construction](#)
- [Reseco Advisors, LLC](#)
- [Resolution Copper](#)
- [Rexco](#)
- [Rider Levett Bucknall](#)
- [RSM](#)
- [Ryan Companies US Inc.](#)
- [Silicon Valley Bank](#)
- [Skanska](#)
- [SmithGroup](#)

- [Social Television Network](#)
- [\(STN\)](#)
- [Southwest Gas Corporation](#)
- [Spencer Fane LLP](#)
- [SRS Real Estate Partners](#)
- [Stevens-Leinweber](#)
- [Construction](#)
- [Sunbelt Holdings](#)
- [Sundt Construction](#)
- [Suntec Concrete](#)
- [Taiwan Semiconductor](#)
- [Manufacturing Company](#)
- [Terracon](#)
- [The AES Corporation](#)
- [The PENTA Building Group](#)
- [The Plaza Companies](#)
- [Trammell Crow Company](#)
- [University of Arizona](#)
- [USAA](#)
- [Verizon Wireless](#)
- [ViaWest Group](#)
- [Wespac Construction, Inc](#)
- [WestPac Wealth Partners](#)
- [Wexford Science +](#)
- [Technology](#)
- [Willmeng Construction](#)
- [Wist Office Products](#)
- [Bechtel](#)
- [BNSF Railway](#)
- [Carvana](#)
- [Catalyst Construction](#)
- [City of Hope](#)
- [Comcast Business](#)
- [Conceptually Social](#)
- [CoStar Group](#)
- [Cypress Office Properties](#)
- [EMD Electronics](#)
- [Globe Corporation](#)
- [Halff](#)
- [Hines](#)
- [Industrial Storage](#)
- [KTAR](#)
- [Macerich](#)
- [Marsh McLennan Agency](#)
- [Merit Partners](#)
- [Meta](#)
- [Midwestern University](#)
- [MSS Business](#)
- [Transformation Advisory](#)
- [National Bank of Arizona](#)
- [Nationwide Realty Investor](#)
- [Northrop Grumman](#)
- [Orion](#)
- [Prologis](#)
- [RED Development](#)
- [Sendero Consulting](#)
- [Storage Soluitons Inc. \(SSI\)](#)
- [Sunstate Equipment](#)
- [Company](#)
- [The Austin Company](#)
- [Trinity Capital Investments](#)
- [Umpqua Bank](#)
- [Union Pacific Railroad](#)
- [VanTrust Real Estate LLC](#)

Supporter Level

- [Air Products and Chemicals, Inc.](#)
- [Arizona Israel Technology](#)
- [Alliance](#)
- [Atmosphere Commercial](#)
- [Interiors](#)
- [Avison Young](#)
- [Avnet Inc.](#)

Amplify Our Story

Greater Phoenix's trajectory is strengthened by your expertise.

Collaborate on shaping and telling the story of the region's next economic era.



EXHIBIT B
GPEC PERFORMANCE MEASURES
FY 2026

Specific performance targets as established by the GPEC Executive Committee and Board of Directors:

1. Payroll Generated	\$354.65M
2. Total Number of Jobs Created	5,670
3. Total Number of High-Wage Jobs¹	3,151
4. Average High-Wage Salary	\$75,921
5. GPEC Assists²	10
6. Number of Qualified Prospects	233
7. Number of Qualified International Prospects	48
8. Community Return on Investment³	18:1
9. Stakeholder Satisfaction with Business Attraction⁴	7.0
10. Stakeholder Satisfaction with Competitive Position⁵	7.0

Footnotes:

1. High Wage Jobs: High wage jobs are those that are over 130% of the Phoenix MSA Median Wage (currently \$63,192).
2. GPEC Assists: Companies that located in the region, for which GPEC provided assistance, that do not qualify as a locate due to project size for example; and would otherwise be listed as “non-reported locates.”
3. ROI is calculated as a ratio of direct revenue from GPEC locates to all member communities divided by funding from GPEC member communities
4. Average result from respondents of EDDT and Board of Directors end-of-year surveys
5. Average result from respondents of EDDT and Board of Directors end-of-year surveys

EXHIBIT C

TARGETED INDUSTRIES

FY2026

GPEC and our member communities have identified targeted industries on a local and regional level, incorporating these industries into a regional economic development plan. For fiscal year 2026, GPEC will continue its emphasis on the following: Advanced Business Services; Aerospace & Defense; Battery & Energy Storage; Emerging Technologies; Healthcare and Biomedical; Manufacturing & Logistics; Mission Critical Operations; Semiconductor Ecosystem; and Software.

Member communities will target the following:

Apache Junction

Corporate/Regional Headquarters, Advanced Manufacturing, Standard Manufacturing, Healthcare, Mining (Supplies & Services), R&D, and Hospitality/Entertainment

Avondale

Healthcare; hospitality/tourism; manufacturing & logistics, technology; retail & entertainment; and technology

Buckeye

Advanced Manufacturing, Energy, Distribution & Logistics, Mission Critical, Retail, Entertainment & Hospitality, Healthcare, Aviation, Entrepreneurship, and Higher Education.

Casa Grande

Advanced manufacturing; automotive technology; transportation/logistics; healthcare/medical services; aviation/aerospace; and hospitality/entertainment

Chandler

Advanced business services; corporate/regional headquarters; healthcare; advanced manufacturing; software development; aerospace/aviation; automotive technology; and applied research

El Mirage

Business Services; standard and advanced manufacturing; transportation; warehousing/distribution; heavy industrial; food, fiber, and natural products; and aerospace aviation

Fountain Hills

Assembly (small scale), biosciences, financial services, healthcare, hospitality, retail and start ups

Gila Bend

Clean technology (manufacturing/central station generation/R&D); warehousing/transportation/distribution; military supply chain; tourism/hospitality; standard manufacturing; agriculture/agri-biotechnology; food, fiber and natural products; aerospace/aviation; and heavy industrial

Gilbert

Aerospace/aviation and defense; advanced business and professional services; finance and insurance; healthcare and education services; information communication technology; manufacturing; clean and renewable technology; and related corporate/regional headquarters

Glendale

Advanced business services; aerospace, aviation and defense; healthcare and bioscience; manufacturing; technology and innovation

Goodyear

Advanced business services; advanced manufacturing; medical manufacturing; aerospace, aviation and defense; corporate and regional headquarters; entrepreneurial/start-ups; technology; healthcare and biomedical (treatment, medical diagnostics, research & development); and higher education

Maricopa (City)

Advanced industrial manufacturing: semiconductors, automotive, EV manufacturing, high tech, and supply chain; research and development; professional and business services; healthcare services; small business and entrepreneurship; higher education and education technology; agribusiness/agrisciences; and visitor/hospitality commerce.

Mesa

Standard and advanced manufacturing including medical device; research & development; automotive technology and aerospace/aviation/defense; advanced business services; cybersecurity; information technology; healthcare/life sciences; mission critical operations; tourism; regional and corporate centers; and climate tech

Peoria

Advanced business and financial services; aerospace/airport; advanced manufacturing; bioscience and healthcare; technology and innovation; innovation; and research and development

Pinal County

Advanced Manufacturing; Aerospace, Aviation and Defense; Electric Vehicle Technology & Manufacturing; Healthcare; Bio/Life Sciences; Transportation, Distribution & Logistics; Natural and Renewable Resources (Mining, Agriculture, Solar); and Tourism/Hospitality

Phoenix

Biosciences and healthcare; advanced manufacturing; aerospace and defense including advanced air mobility; electric and autonomous vehicles; advanced business services; emerging technologies, FDI and trade; circular economy; and entrepreneurship and innovation

Queen Creek

Advanced Manufacturing; agritainment/destination tourism; healthcare; I.T./software; and business services

Scottsdale

IT services and software; financial and insurance services and technology; healthcare services and innovation; logistics Management; tourism; and corporate headquarters

Surprise

Advanced business services; advanced manufacturing and rail-served industry; corporate/regional headquarters innovation/entrepreneurship/emerging technology; medical, healthcare and life science technologies, services; signature retail; specialty services for global companies/FDI; tourism and hospitality

Tempe

Advanced business services (fintech); IT/software; next generation electronics, semiconductors and their

supply chains; aerospace and defense; biosciences; corporate/regional headquarters; advanced manufacturing; software as a service; sustainable technologies; signature retail & restaurants; hospitality & tourism

Tolleson

E-Commerce/fulfillment centers; resort/tourist-oriented development; expanded retail opportunities; small manufacturers with some related retail and offices

Wickenburg

Resort/tourist-oriented development; healthcare with an emphasis on behavioral health; transportation & distribution; expanded retail opportunities; senior industries, equestrian and rodeo industries

Youngtown

Youngtown is in the throes of developing a commerce park. The park will target second-stage small manufacturers with some related retail and offices.

EXHIBIT D
FY 2026
REPORTING MECHANISM FOR CONTRACT FULFILLMENT

Monthly Activity Report - Month, Year

BUSINESS ATTRACTION PERFORMANCE METRICS:

GPEC Progress Toward Goals

Targeted Opportunities	Annual Contract Goal	Actual YTD	Goal YTD	% of Goal YTD
PAYROLL GENERATED (MILLIONS)				
NUMBER OF JOBS				
NUMBER OF HIGH-WAGE JOBS				
AVERAGE HIGH WAGE SALARY				
QUALIFIED PROSPECTS				
QUALIFIED INTERNATIONAL PROSPECTS				
GPEC ASSISTS				
COMMUNITY RETURN ON INVESTMENT				
STAKEHOLDER SATISFACTION WITH BUSINESS ATTRACTION				
STAKEHOLDER SATISFACTION WITH COMPETITIVE POSITION				

KEY BUSINESS ATTRACTION ACTIVITIES AND OTHER GPEC ACTIVITIES

GPEC continues to target high-wage industries (Advanced Business Services; Aerospace & Defense; Battery & Energy Storage; Emerging Technologies; Healthcare and Biomedical; Manufacturing & Logistics; Mission Critical Operations; Semiconductor Ecosystem; and Software)

EXHIBIT E

INSURANCE REQUIREMENTS

The City's insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits required of GPEC are sufficient to protect GPEC from liabilities that might arise out of this Agreement for GPEC, its agents, representatives, employees or Contractors and GPEC is free to purchase such additional insurance as may be determined necessary.

A. Minimum Scope and Limits of Insurance. GPEC shall provide coverage at least as broad as the categories set forth below with limits of liability in amounts acceptable to the City.

1. **Commercial General Liability** - Occurrence Form
(Form CG 0001, ed. 10/13 or any replacements thereof)

General Aggregate/ per Project
Products-Completed Operations Aggregate
Personal & Advertising Injury
Each Occurrence
Fire Damage (Any one fire)
Directors and Officers
Medical Expense (Any one person) Optional

2. **Automobile Liability** - Any Auto or Owned, Hired and Non-Owned Vehicles
(Form CA 0001, ed. 10/13 or any replacement thereof) Combined Single Limit
Per Accident for Bodily Injury and Property Damage

3. **Workers' Compensation and Employers' Liability**
Workers' Compensation Statutory
Employers' Liability

B. Self-insured Retentions. Any self-insured retentions must be declared to and approved by the City. If not approved, the City may request that the insurer reduce or eliminate such self-insured retentions with respect to City, its officers, officials, agents, employees and volunteers.

C. Other Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability

a. The City, its officers, officials, agents, employees and volunteers are to be named as additional insureds with respect to liability arising out of: activities performed by or on behalf of GPEC, including the City's general supervision of GPEC; products and completed operations of GPEC; and automobiles owned, leased, hired or borrowed by GPEC.

b. GPEC's insurance shall include broad form contractual liability coverage.

c. The City, its officers, officials, agents, employees and volunteers shall be additional insureds to the full limits of liability purchased by GPEC, even if those limits of liability are in excess of those required by this Agreement.

d. GPEC's insurance coverage shall be primary insurance with respect to City, its officers, officials, agents, employees and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees or volunteers shall be in excess of GPEC's insurance and shall not contribute to it.

e. GPEC's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

f. Coverage provided by GPEC shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

g. The policies shall contain a waiver of subrogation against City, its officers, officials, agents, employees and volunteers for losses arising from work performed by GPEC for the City.

2. Workers' Compensation and Employers' Liability Coverage. The insurer shall agree to waive all rights of subrogation against City, its officers, officials, agents, employees and volunteers for any and all losses arising from work performed by the Contractor for the City.

D. Notice of Cancellation. Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) calendar days' prior written notice has been sent to City at the address provided herein for the giving of notice. Such notice shall be by certified mail, return receipt requested.

E. Acceptability of Insurers. Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less than A-:VII. City in no way warrants that the above required minimum insurer rating is sufficient to protect GPEC from potential insurer insolvency.

F. Verification of Coverage. GPEC shall furnish City with Certificates of Insurance (ACORD form or equivalent approved by City) and with original endorsements effecting coverage as required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the Certificate of Insurance.

All certificates and endorsements are to be received and approved by City before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project.

All certificates of insurance required by this Agreement shall be sent directly to City at the address and in the manner provided in this Agreement for the giving of notice. City's Agreement/Agreement number, GPEC's name and description of the Agreement shall be provided on the Certificates of Insurance. City reserves the right to require complete certified copies of all insurance policies required by this Agreement, at any time.

G. Approval. During the term of this Agreement, no modification may be made to any of GPEC's insurance policies which will reduce the nature, scope or limits of coverage which were in effect and approved by the City prior to execution of this Agreement.

Regional Cooperation Protocol Policy

Greater Phoenix Economic Council and Economic Development Directors Team

The foundation of this policy is built on trust and the spirit of regional cooperation among the entities involved. GPEC and the Economic Development Directors of its member communities agree and acknowledge that it is important that they work together as partners on projects involving the communities which GPEC represents, regardless of the source of the lead, as follows:

1. Demonstrate a commitment to the positive promotion of the Greater Phoenix, specifically, GPEC member communities, as a globally competitive region.
2. Maintain the highest standards of economic development prospect handling, including confidentiality, without jeopardizing a prospect's trust to secure the probability of a regional locate. Partners agree to respect the prospect's request for confidentiality but also agree to notify each other as to the existence of a project with a confidentiality requirement when able and shall make a good-faith effort to involve the appropriate state, regional or local partners at the earliest possible time.
3. Unless otherwise restricted, agree to coordinate through GPEC for any prospect considering a project in Maricopa County or in any of the communities that GPEC represents, understanding that GPEC is in a unique position to represent and speak on regional economic development issues and on characteristics of the region's economy. Likewise, GPEC acknowledges that communities are in the best position to speak about local incentives and efforts surrounding the local economy.
4. For projects that originate with a GPEC member community, GPEC will be available for confidential research access, topical expertise or as a service provider, to add value to the community in securing the project. Additionally, GPEC will not e-track the project unless the community lead makes such a request to do so.
5. Provide accurate and timely information in response to specific requests by all prospects. When a client has narrowed sites to specific GPEC member communities, GPEC will make a good faith effort to inform those affected EDDT members first. EDDT members agree to provide information solely on their own community when the information requested is site-specific (i.e., cost of land, taxes, development fees, utility availability and cost, zoning process timing, permit timing and local incentives). When site-specific information related to other GPEC communities is requested, EDDT members agree to (i) direct GPEC prospects back to GPEC or (ii) direct non-GPEC generated prospects to contact the affected communities directly, and as a courtesy, contact the affected communities.
6. Agree that regardless of the lead source, public locate announcements shall be coordinated among the company, GPEC member community, and GPEC to reflect inclusiveness and cooperation of all partners (subject to any confidentiality requirements).
7. GPEC and EDDTs will advocate for a robust operating budget for the state economic development agency, and champion sound statewide economic development programs and policies.
8. Discourage the proactive offering of local, municipal financial incentives for existing jobs to companies with current operations in another GPEC community.
9. Inform GPEC member community when a company visits or physical site visit within that community will occur. Economic Development Directors will be the primary point of contact for the company when community information is needed.
10. In the event that a project working with GPEC or any member community is discovered to have an

existing presence within the region, the member community will notify the economic development director of the project's current home community, notwithstanding prohibition due to a non-disclosure agreement.

11. Agree that the consideration of a future community to GPEC's membership will be brought before EDDT for discussion in advance of any board consideration. EDDT will make a recommendation on the addition of a new community to GPEC's President and CEO.
12. Formalize a process to convene GPEC and Economic Development Directors of GPEC member communities biannually, and cooperate in the exchange of information and ideas reflecting practices, procedures and policies relating to prospect handling and regional economic development.
13. Work collectively to maintain a high level of trust and integrity by and between GPEC and the Economic Development Directors of GPEC member communities, utilizing differing views as an opportunity to learn.
14. When conducting market intelligence initiative objective, GPEC staff will coordinate with EDDT to ensure coordination and communication.
15. When a Prospect Information Form (PIF) is issued by the state economic development agency GPEC will coordinate the region's response. All PIF submissions will be directed to GPEC's attention and GPEC will assemble the response and return to the state economic development agency.
16. It is understood GPEC will or may host annual executour(s) and/or other marketing familiarization tour(s) to promote the regional communities. GPEC will make every attempt to provide as much interaction time between the executour guests and EDDTs. It is understood EDDTs will inform GPEC of any upcoming executour(s) and/or other marketing familiarization tours scheduled by their office.
17. Partners agree to enter into a mediation process if there is evidence that this Protocol has not been observed in a material respect or a professional conflict arises that cannot be settled. This mediation process will be convened by the EDDT Chair, who may, at his/her discretion, consult or involve GPEC's President and CEO in addition to others with topical expertise central to the conflict.



CITY COUNCIL REPORT

SUBJECT: Resolution No. 2609 - Designating the FY 26 Chief Fiscal Officer for the City.

MEETING DATE: June 24, 2025

TO: Mayor and Council

FROM: Kevin Artz, Chief Financial Officer

REVIEWED: Reyes Medrano Jr., City Manager

PURPOSE:

The Finance Department is requesting the adoption of Resolution No. 2609, designating the Chief Fiscal Officer for officially submitting the Fiscal Year 2026 Expenditure Limitation Report to the Arizona Auditor General.

BACKGROUND:

Arizona revised Statutes 41-1279.07(E) requires the governing body of each political subdivision to provide the name of the Chief Fiscal Officer (CFO) designated to officially submit the annual expenditure limitation report (AELR) to the Arizona Auditor General, by July 31st of each year.

DISCUSSION:

The Resolution designates Kevin Artz as the CFO for FY 2026.

BUDGET IMPACT:

This item has no additional budget impact.

RECOMMENDATION:

Staff recommends the City Council adopt Resolution No. 2609.

ATTACHMENTS:

1. Res 2609 FY 26 Chief Fiscal Officer Designation for AZ Auditor General 06 24 25

RESOLUTION NO. 2609

**A RESOLUTION OF THE CITY OF TOLLESON, ARIZONA MAYOR AND COMMON COUNCIL,
DESIGNATING THE CHIEF FISCAL OFFICER FOR OFFICIALLY SUBMITTING THE FISCAL YEAR 2026
EXPENDITURE LIMITATION REPORT TO THE ARIZONA AUDITOR GENERAL.**

RECITALS:

WHEREAS, A.R.S. §41-1279.07(E) requires each county, city, town, and community college district to annually provide to the Arizona Auditor General by July 31 the name of the Chief Fiscal Officer the governing body designated to officially submit the current year's annual expenditure limitation report (AELR) on the governing body's behalf; and

WHEREAS, the City of Tolleson Mayor and Council desires to designate Kevin Artz, as the City's Chief Fiscal Officer.

WHEREAS, Entities must submit an updated form and documentation for any changes in the individuals designated to file the AELR.

ENACTMENTS:

NOW THEREFORE BE IT RESOLVED BY THE CITY OF TOLLESON MAYOR AND COUNCIL as follows:

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. Kevin Artz is hereby designated as the City's Chief Fiscal Officer for purposes of submitting the fiscal year 2026 AELR to the Arizona Auditor General on the governing body's behalf.

SECTION 3. The Mayor, City Manager, City Clerk and City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the City of Tolleson, Arizona Mayor and Council, this 24th day of June, 2025.

Attested to:

Juan F. Rodriguez, Mayor

Crystal Zamora, City Clerk

Reviewed by:

Approved as to form:

Reyes Medrano, Jr., City Manager

Justin Pierce, City Attorney



CITY COUNCIL REPORT

SUBJECT: Resolution No. 2610 - Area Agency on Aging Contract for Services

MEETING DATE: June 24, 2025

TO: Mayor and Council

FROM: George Good , Chief Preparedness Officer/Human Services Director

REVIEWED: Reyes Medrano Jr., City Manager

PURPOSE:

The Human Services Department is requesting the adoption of Resolution No. 2610, approving the Contract of Services, No. 2026-40-TOL, between the City of Tolleson and Area Agency on Aging, Region One, Incorporated to provide funding to the City for specified senior services for Fiscal Year 2026.

BACKGROUND:

The funding provided by AAA is to be used by the City to provide congregate meals, home-delivered meals, multipurpose operations and transportation services for senior citizens. With over 50 years of impact, AAA is committed to valuing and supporting all people as they age.

DISCUSSION:

Area Agency on Aging has approved the Tolleson Human Services Department as a contracted provider for FY 26, offering Senior Center services outlined below:

Congregate Meals: \$79,847

This service enhances participant nutrient intake to prevent or reduce chronic diseases, promote health, and improve their nutritional status.

Home Delivered Meals: \$37,465

This service boosts nutrient intake for older adults at nutrition risk, supporting their independence at home.

Multipurpose Center Operations: \$12,000

This service fosters social, emotional, mental, and physical well-being, reducing social isolation and offering intergenerational opportunities.

Transportation: \$38,866

This service assists individuals aged 60 and older and/or individuals with disabilities, helping them maintain independence and avoid unnecessary placement in care facilities.

BUDGET IMPACT:

The Contract for Services for Fiscal Year 2026 has a payment ceiling amount of \$168,178 for all services.

RECOMMENDATION:

Staff recommends the City Council adopt Resolution No. 2610.

ATTACHMENTS:

1. Res 2610 Area Agency on Aging FY 2026 Contract No. 2026-40-TOL 06 24 25

RESOLUTION NO. 2610

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF TOLLESON, ARIZONA, APPROVING THE CONTRACT OF SERVICES, NO. 2026-40-TOL, BETWEEN THE CITY OF TOLLESON AND AREA AGENCY ON AGING, REGION ONE, INCORPORATED TO PROVIDE FUNDING TO THE CITY FOR SPECIFIED SENIOR SERVICES FOR FISCAL YEAR 2026.

WHEREAS, the Contract for Services ("Agreement") between the City of Tolleson (the "City") and Area Agency on Aging, Region One, Incorporated ("AAA") for Fiscal Year 2026 has a payment ceiling amount of \$168,178 for all services; and

WHEREAS, the funding provided by AAA is to be used by the City to provide congregate meals, home-delivered meals, multipurpose operations and transportation services for senior citizens; and

WHEREAS, the City desires to accept the funding for the 2026 Fiscal Year.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TOLLESON, ARIZONA, as follows:

Section 1. The recitals above are hereby adopted and incorporated as if fully set forth herein.

Section 2. The Agreement between the City and AAA relating to specified senior services hereby approved in substantially the form attached hereto as Exhibit A and incorporated herein by reference.

Section 3. The Mayor, City Manager, City Clerk and City Attorney are hereby authorized and directed to take all steps necessary to cause the execution and delivery of this Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Mayor and Council of the City of Tolleson, Arizona, on this 25th day of June, 2025.

Juan F. Rodriguez, Mayor

ATTEST: _____
Crystal Zamora, City Clerk

APPROVED AS TO FORM: _____
Justin Pierce, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2610

[Contract for Services]

See following pages.

Contract #2026-40-TOL

CONTRACT FOR SERVICES BETWEEN

Area Agency on Aging, Region One, Incorporated AND
1366 E. Thomas Road, Suite 108
Phoenix, Arizona 85014
602-264-2255 fax: 602-230-9132

City of Tolleson
9055 W. Van Buren St.
Tolleson, AZ 85353
623-936-2753 fax: 623-936-2760
EIN: 86-6000264

DURATION OF THE CONTRACT, FY 2026: July 1, 2025 and shall end June 30, 2026

CONTACT INFORMATION FOR NOTICES

Signatories: Mary Lynn Kasunic, President & CEO
Programmatic Authority: Ismael Cantu, Director of
Contract Administration
Daily Contacts: Michael Coen, Contract Specialist

Reyes Medrano Jr., City Manager
Luz Pardo, Senior Center Supervisor
Luz Pardo, Senior Center Supervisor

REIMBURSEMENT PAYMENTS SHALL BE MAILED TO:

City of Tolleson, Finance Dept./Perla Silva same address as above

This Contract is entered into by and between City of Tolleson, hereafter referred to as Contractor, and Area Agency on Aging, Region One, Incorporated, hereafter referred to as Area Agency. The Contractor, in consideration of the covenants and conditions set forth herein, shall provide and perform the services as set forth in the Terms and Conditions, specific Terms and Conditions, Scope(s) of Work, Service Specification(s), and other Area Agency manuals, policies, and directives. Contractor hereby affirms that all insurance and indemnification requirements as set forth in this contract have been met and shall be maintained fully throughout the terms of this contract. Further, Contractor will supply to Area Agency the required certificates of insurance including all required "additional insured" as identified in this contract. All rights and obligations of the parties shall be governed by the terms of this document, and shall include any subcontracts and the approved budget and / or unit rates and contract budget ceilings.

Notice under this Contract shall be given by personal delivery or by mail to the persons indicated above and shall be effective upon receipt by the party to whom addressed unless otherwise indicated in said notice.

IN WITNESS WHEREOF, the parties enter into this Contract:

**AREA AGENCY ON AGING,
REGION ONE, INCORPORATED**

City of Tolleson

Signature and Date

Mary Lynn Kasunic, President & CEO

Signature and Date

Reyes Medrano Jr., City Manager

CONTRACT #: 2026-40-TOL

CONTRACTOR: City of Tolleson

Document **Original Contract**

Contract Term July 1, 2025 to June 30, 2026

Contract Payment Ceiling for All Services: TOTAL: \$ 168,178

CONTRACT OPERATING BUDGET

	Congregate Meals	Home Delivered Meals	Multipurpose Operations	Transportation
REVENUE				
Area Agency	79,847	37,465	12,000	38,866
Project Income	16,000	1,000		750
Non-Fed Inkind	10,541	4,166	28,019	
Non-Fed Cash	297,331	219,885	239,100	87,084
Other Federal	-	-	-	-
TOTAL	403,719	262,516	279,119	126,700
EXPENSES				
Personnel	162,500	94,500	131,400	60,800
ERE	116,100	52,000	46,800	33,700
Prof&Outside	3,700	4,630	30,630	100
Travel	3,000	3,000	5,000	500
Space	12,569	3,536	27,389	
Equipment				
Materials/Supl	89,750	89,750	6,500	26,100
Operating Svc	16,100	15,100	31,400	5,500
Indirect	-	-	-	-
TOTAL	403,719	262,516	279,119	126,700
Units				
Unit Rate	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

ADES Special Terms and Conditions

1.0 DEFINITION OF TERM

In addition to the Uniform Terms and Conditions, Section 1, the following shall apply:

- 1.1 “*Award Date*” The date the Contract is executed by Area Agency. This may or may not be the same date as the “Effective Date” which is the date specified on the Offer and Award or Signature Page.
- 1.2 “*Client Specific Referral*” Services or activities for which a referral has been made for a client by an authorized representative of Area Agency.
- 1.3 “*Department*” The Arizona Department of Economic Security (ADES), unless otherwise indicated.
- 1.4 “*Effective Date*” The date the Contractor is to start delivering services. The Effective Date is specified on the Offer and Award or Signature Page.
- 1.5 “*Equipment*” All vehicles, furniture, machinery, electronic data processing (EDP) equipment, software and all other equipment costing \$5,000 or more, including all normal and necessary expenses incurred to make the equipment ready for its intended use (e.g., taxes, freight, installation, assembly and testing charges, etc.), and with a useful life of greater than one (1) year. Equipment as used herein does not include real property (e.g., land, building, structures, or facilities’ improvements).
- 1.6 “*May*” Indicates something that is not mandatory but permissible.
- 1.7 “*Purchase Order*” also known as “Purchase Authorization” or “Release Order” is an authorized document to procure goods or services.
- 1.8 “*Shall, Must*” Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of a proposal as non-responsive or may result in default of contract.
- 1.9 “*Should*” Indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information, Area Agency may, at its sole option, ask the Contractor to provide the information.
- 1.10 “*Vulnerable adult*” An individual who is eighteen (18) years of age or older who is unable to protect himself from abuse, neglect or exploitation by others because of a physical or mental impairment. Vulnerable adult includes an incapacitated person as defined in A.R.S. §14-5101.
- 1.11 “*Additional Insured*” Specifically includes all agencies and requirements as identified in Section 26.4.3.
- 1.12 “*Area Agency*” Area Agency on Aging, Region One, Incorporated, unless otherwise indicated.
- 1.13 “*Contract Specialist*” Is the Area Agency staff person who is assigned managerial responsibility for the contract.
- 1.14 “*Scope of Work*” The Arizona Department of Economic Security description of service(s) to be provided pursuant of this contract.
- 1.15 “*Service Specification*” The Area Agency description of service(s) to be provided pursuant of this contract.

2.0 ADVERTISING, PUBLISHING AND PROMOTION OF CONTRACT

In addition to the Uniform Terms and Conditions, Section 3.6, the following shall apply:

- 2.1 The Contractor shall provide to Area Agency for review and approval all reports or publications (written, visual or sound) which are funded or partially funded under this Contract, a minimum of fifteen (15) calendar days prior to public release. All reports and publications whether written, visual or verbal shall contain the following statement:
- 2.2 “This program was funded through a contract with Area Agency on Aging, Region One, Incorporated. Points of view are those of the author and do not necessarily represent the official position or policies of the Area Agency.”

3.0 ASSIGNMENT

In addition to the Uniform Terms and Conditions, Section 5.3, the following shall apply:

3.1 Merger, Reorganization or Change of Ownership

3.1.1 A proposed merger, reorganization or change in ownership of the Contractor shall require prior written approval of Area Agency and may require an assignment of the Contract documented by a Contract Amendment. Area Agency may terminate this Contract pursuant to the Termination clauses of the Contract, if the Contractor does not obtain prior written approval or Area Agency determines that the change in ownership is not in the best interest of the Area Agency.

3.1.2 This Contract is voidable and subject to immediate cancellation by Area Agency upon the Contractor becoming insolvent or filing proceedings in bankruptcy or reorganization under the United States Code, or assigning any right(s) or obligations under this Contract without the prior written consent of Area Agency.

3.1.3 The Contractor shall submit a detailed merger, reorganization and/or transition of ownership plan to Area Agency, for review at least sixty (60) days prior to the effective date of the proposed change.

4.0 AUDIT

In addition to the Uniform Terms and Conditions, Section 3.3, the following shall apply:

4.1 In compliance with the Federal Single Audit Act (31 U.S.C. § 7501-7506 as may be amended), Contractors designated as sub-recipients shall comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as prescribed in 2 C.F.R. § 200.

4.2 Audits of non-profit corporations receiving Federal or State monies are required pursuant to Federal or State law and shall be conducted as provided in 31 U.S.C. § 7501-7506, and A.R.S. § 35-181.03, as may be amended, and any other applicable statutes, rules, regulations, and standards.

4.3 In accordance with A.R.S. § 35-214, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Contract for a period of five (5) years after completion of the Contract, except if subject to Health Insurance Portability & Accountability Act which is six (6) years. All records shall be subject to inspection and audit by Area Agency at reasonable times. Upon request, the Contractor shall produce the original of any or all such records.

5.0 AUTHORIZATION FOR SERVICES

5.1 Authorization for performance of services under this Contract shall be made only upon a duly approved Itemized Service Budget and the Itemized Service Budget will indicate the Contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the approved Itemized Service Budget. Area Agency shall not have any legal obligation to pay for services in excess of the amount indicated on the Itemized Service Budget.

5.2 No further obligation for payment shall exist on behalf of Area Agency unless change or modification has been made in accordance with Section 5.1 above.

6.0 BACKGROUND CHECKS FOR EMPLOYMENT THROUGH THE ARIZONA CENTRALIZED BACKGROUND CHECK (CBC).

If providing direct services to children or vulnerable adults, the following shall apply:

6.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in their entirety as provisions of this Contract.

6.2 The Contractor shall link their Arizona Centralized Background Check (CBC) Employer account to the Agency account with the following email address: Region1centralregistry@aaaphx.org. The Contractor shall ensure that all employees and volunteers providing services to the Area Agency clients, conduct a CBC check through the web portal of the Arizona Department of Economic Security (ADES) (<https://des.az.gov/CBC>) using the Area Agency contract number CTR048037 and the ADES division name: DAAS, as a factor for the Contractor to determine qualifications for positions that provide direct service to children or vulnerable adults for:

- 6.2.1 Any person who applies for a contract with Area Agency and that person's employees;
- 6.2.2 All employees of a contractor;
- 6.2.3 A subcontractor of a contractor and the subcontractor's employees; and
- 6.2.4 Prospective employees of the contractor or subcontractor at the request of the prospective employer.
- 6.3 A person who is disqualified because of an Arizona Centralized Background Check (CBC) may apply to the Board of Fingerprinting for an exception pursuant to A.R.S. § 41-619.57. A person who is granted an exception pursuant to A.R.S. § 41-619.57 is not entitled to a contract, employment, licensure, certification or other benefit because the person has been granted an exception.
- 6.3.1 Before being employed or volunteering in a position that provides direct services to children or vulnerable adults, persons shall certify on forms that are provided by Area Agency whether an allegation of abuse or neglect was made against them and was substantiated. The completed forms are to be maintained as confidential.
- 6.4 A person awaiting receipt of the Arizona Centralized Background Check (CBC) may provide direct services to Area Agency clients after completion and submittal of the Direct Service Position certification form if the certification state:
- 6.4.1 The person is not currently the subject of an investigation of child abuse or neglect in Arizona or another state or jurisdiction; and
- 6.4.2 The person has not been the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction, which resulted in a substantiated finding.
- 6.5 If Arizona Centralized Background Check (CBC) specifies any disqualifying act and the person does not have an exception, the person shall be prohibited from providing direct services to Area Agency clients.
- 6.6 The Contractor shall maintain the Arizona Centralized Background Check (CBC) results and any related forms or documents in a confidential file for five (5) years after termination of the Contract.
- 6.7 The Contractor shall require each employee to complete and sign the Direct Service Position form (Exhibit A English, Exhibit B Spanish) and retain in a confidential file for five (5) years after termination of the Contract. The Direct Service Position form can be found at: <https://des.az.gov/documents-center>.

7.0 CERTIFICATION OF COST OR PRICING DATA

By submittal of the offer, the Contractor is certifying that, to the best of the Contractor's knowledge and belief, any cost or pricing data submitted is accurate, complete and current as of the date submitted or other mutually agreed upon date. Furthermore, the price to Area Agency shall be adjusted to exclude any significant amounts by which Area Agency finds the price was increased because the Contractor-furnished cost or pricing data was inaccurate, incomplete or not current as of the date of certification. Such adjustment by Area Agency may include overhead, profit or fees. The certifying of cost or pricing data does not apply when contract rates are set by law or regulation.

8.0 CERTIFICATION REGARDING LOBBYING

The Contractor agrees by submittal of the Certification Regarding Lobbying form, in compliance with 49 C.F.R. Part 20.

9.0 CODE OF CONDUCT

The Contractor shall avoid any action that might create or result in the appearance of having:

- 9.1 Inappropriate use or divulging of information gathered or discovered pursuant to the performance of its duties under the contract;
- 9.2 Acted on behalf of Area Agency or contracted funding sources without appropriate authorization;
- 9.3 Provided favorable or unfavorable treatment to anyone;

- 9.4 Made a decision on behalf Area Agency that exceeded its authority, could result in partiality, or have a political consequence for Area Agency or contracted fund sources;
- 9.5 Misrepresent or otherwise impeded the efficiency, authority, actions, policies, or adversely affect the confidence of the public or integrity of Area Agency or contracted funding sources; or
- 9.6 Loss of impartiality when advising Area Agency or contracted funding sources.

10.0 COMPETITIVE BIDDING

If the Contractor is authorized to purchase the supplies and equipment itemized in the Contract for utilization in the delivery of contract services, Contractor shall procure all such supplies and equipment at the lowest practicable cost and shall purchase all non-expendable items having a useful life of more than one (1) year and an acquisition cost of \$5,000 or more, through generally accepted and reasonable competitive bidding processes. Any procurement in violation of this provision shall be considered a financial audit exception.

11.0 COMPLIANCE WITH APPLICABLE LAWS

In addition to the Uniform Terms and Conditions, Section 7.6, the following shall apply:

- 11.1 In accordance with A.R.S. § 36-557 as may be amended (Purchase of community developmental disabilities services; application; contracts; limitation), as applicable, all recipients of contract services shall have all of the same specified rights as they would have if enrolled in a service program operated directly by the State.
- 11.2 The Contractor shall comply with the requirements related to reporting to a peace officer or child protective services incidents of crimes against children as specified in A.R.S. §13-3620 as may be amended.
- 11.3 The Contractor shall comply with P.L. 101-121, Section 319 (31 U.S.C. section 1352) as may be amended, and 29 C.F.R. Part 93 as may be amended which prohibit the use of federal funds for lobbying and which state, in part: Except with the express authorization of Congress, the Contractor, its employees or agents, shall not utilize any federal funds under the terms of this contract to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation. Indian tribes, tribal organizations and any other Indian organizations are exempt from these lobbying restrictions with respect to expenditures that are specifically permitted by other federal law.
- 11.4 The Contractor shall comply with all applicable state and federal statutes and regulations. This shall include A.R.S. § 23-722.01 as may be amended relating to new hire reporting, A.R.S. § 23-722.02 as may be amended relating to wage assignment orders to provide child support, and A.R.S. § 25-535 as may be amended relating to administrative or court-ordered health insurance coverage for children.
- 11.5 The Contractor shall comply with the Administrative Simplification rules in Title II of the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) and all Federal regulations that are applicable to the operations of the Contractor by the dates required by the implementing Federal regulations as well as all subsequent requirements and regulations as published.

12.0 CONFIDENTIALITY

- 12.1 The Contractor shall observe and abide by all applicable State and federal statutes, rules and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services. To the extent permitted by law, the Contractor shall release information to Area Agency and to the Attorney General's Office as required by the terms of this Contract, by law or upon their request.
- 12.2 The Contractor shall comply with the requirements of Arizona Address Confidentiality Program, A.R.S. §41-161 et. seq. Area Agency will advise the Contractor as to applicable policies and procedures the Arizona Department of Economic Security and/or the State has adopted for such compliance.

13.0 CONTRACT TERM AND OPTION TO EXTEND

- 13.1 The term of the resultant Contract shall be effective the date specified on the Offer and Award or Signature

page and shall remain in effect for until the contract termination date or as otherwise specified, unless terminated, cancelled, or extended as otherwise provided herein.

13.2 Area Agency has no obligation to extend or renew this Contract. However, Area Agency has the right, at its sole option, to renew the Contract in accordance with any extensions Area Agency may receive for supplemental periods. In the event that Area Agency exercises such right, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the exception of price. The Contractor shall agree that the price stated in the original Contract shall apply unless otherwise allowed.

13.3 Any extension or renewal must be made prior to the end of the Contract period specified in this Contract.

13.4 The Contractor shall not provide services prior to Contract term commencing or after the end date of the Contract. There shall be no billable activity outside of the Contract effective dates.

14.0 COOPERATION

14.1 Area Agency may undertake or award other contracts for additional work related to the work performed by the Contractor, and the Contractor shall fully cooperate with such other Contractors and Area Agency employees, and carefully fit its own work to such other Contractors' work. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or by Area Agency employees. The Contractor shall cooperate as Area Agency deems necessary, with the transfer of work, services, case records and files performed or prepared by the Contractor to other Contractor(s).

15.0 COOPERATION INVESTIGATION

All contractors, providers, vendors and volunteers are to cooperate fully and truthfully with any Area Agency, ADES, or funding agency investigation, including but not limited to an Investigation by Division or Internal Affairs of such agencies. Failure to adhere to this policy may result in Area Agency taking whatever actions it deems appropriate, from removal of the subject and or witness from working with Area Agency clients up to terminating the Contract with Area Agency.

16.0 DATA SHARING AGREEMENT

16.1 When determined by Area Agency that sharing of confidential data will occur with the Contractor, the Contractor shall complete a Data Sharing Request Agreement and submit the completed Agreement to the Area Agency Designated Staff prior to any work commencing or data shared. A separate Data Sharing Request Agreement shall be required between the Contractor and each Area Agency Program or funding source sharing confidential data.

16.2 The Data Sharing Request Agreement is located at: <http://des.az.gov/documents-center>. In the "Search" field type "Data Sharing" and click "Apply". The search will produce the following results:

16.2.1 Document Number J-119-Single (For requests involving a single division or program).

16.2.2 Document Number J-119-Multi (For requests involving multiple divisions or programs).

17.0 EQUIPMENT

17.1 If the Contractor is authorized to purchase Equipment, it shall be itemized in the Contract for utilization in the delivery of contract services. If Equipment is purchased as authorized by this Contract, the Contractor shall maintain complete and up-to-date inventory records for all Equipment purchased hereunder. Equipment specifically designated within this Contract, to be purchased in whole or part with Area Agency funds, shall be reported in accordance with Area Agency Finance Manual inventory policies and procedures. The Contractor shall report Equipment purchased with contract funds to Area Agency within thirty (30) days of purchase, perform an annual inventory of all Equipment purchased with Area Agency funds and submit the Equipment inventory form to the Area Agency person designated to receive notices.

17.2 Area Agency shall retain an equitable interest equal to the purchase price paid, or a fair estimate or

appraisal of current market value, whichever is greater, in all Equipment purchased under this Contract. Area Agency shall be included as a co-insured on any insurance policy which covers Equipment purchased under this Contract.

17.3 The Contractor shall not dispose of any Equipment purchased under this Contract without the prior written consent of the Area Agency during and after the Contract term. Such consent, if given, may include direction as to the means of disposition and the utilization of proceeds, including any necessary adjustments to the Contract.

17.4 Upon termination of this Contract, any Equipment purchased under this Contract shall be disposed of as directed by Area Agency and, if sold, Area Agency shall be compensated in the amount of its equitable interest.

17.5 Under a fixed price contract, Section 17.1 through 17.4 do not apply unless specifically required by federal or state law.

18.0 EVALUATION

18.1 Area Agency may evaluate, and the Contractor shall cooperate in the evaluation of, contract services. Evaluation may assess the quality and impact of contract services, either in isolation or in comparison with other similar services, and assess the Contractor's progress and/or success in achieving the goals, objectives and deliverables set forth in this Contract.

18.2 As requested by Area Agency, the Contractor shall participate in third party evaluations relative to Contract impact in support of Area Agency goals.

19.0 E-VERIFY

In addition to the Uniform Terms and Conditions, Section 3.10, the following shall apply:

19.1 The Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, A, as may be amended. *(That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the e-verify program.")*

19.2 A breach of a warrant regarding compliance with immigration laws and regulations shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.

19.3 Failure to comply with an Area Agency audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the Contract and the Contractor may be subject to penalties up to and including termination of the Contract.

19.4 Area Agency retains the legal right to inspect the papers of any employee who works on the Contract to ensure that the Contractor or subcontractor is complying with the warranty above.

20.0 FAIR HEARINGS AND SERVICE RECIPIENTS' GRIEVANCES

20.1 The Contractor shall advise all applicants for and recipients of contract services of their right, at any time and for any reason, to present to the Contractor and to Area Agency any grievances arising from the delivery of contract services, including, but not limited to, ineligibility determination, reduction of services, suspension or termination of services, or quality of services. Area Agency may assert its jurisdiction to hear the grievance or refer the matter to the appropriate authority.

20.2 The Contractor, whenever authorized by law, shall maintain a formal system acceptable to and approved by Area Agency for reviewing and adjudicating grievances by service recipients or subcontractors arising from this Contract.

21.0 FEDERAL IMMIGRATION AND NATIONALITY ACT

In addition to the Uniform Terms and Conditions, Section 3.9, the following shall apply:

21.1 By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Area Agency President/CEO upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

21.2 Area Agency may request verification of compliance for any Contractor or subcontractor performing work under the Contract.

22.0 FEES AND PROGRAM INCOME

Unless specifically authorized in the Contract, the Contractor shall impose no fees or charges of any kind upon recipients for contract services.

23.0 FINGERPRINTING

23.1 Contractor shall comply with, and shall ensure that all of Contractor's employees, independent contractors, subcontractors, volunteers and other agents comply with, all applicable (current and future) legal requirements relating to fingerprinting, fingerprint clearance cards, verification of fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks that relate to contract performance.

23.2 Applicable legal requirements relating to fingerprinting, certification, and criminal background checks may include, but are not limited, to the following: A.R.S. §§ 36-594.01, 36-3008, 41-1964, and 46-141. All applicable legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks are hereby incorporated in their entirety as provisions of this Contract. The Contractor is responsible for knowing which legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks relate to contract performance.

23.2.1 "Certifications regarding pending or past criminal matters" as identified above may be satisfied through the submission of the Criminal History Self Disclosure Affidavit by staff/volunteers. Such use of this form cannot be construed as the only manner or the best manner to obtain certifications regarding pending or past criminal matters.

Exhibit C English

Exhibit D Spanish

23.3 To the extent A.R.S. § 46-141 is applicable to contract performance or the services provided under this Contract, the following provisions apply:

23.3.1 Personnel who are employed by the Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall have a valid fingerprint clearance card or shall apply for a fingerprint clearance card within seven (7) working days of employment.

23.3.2 Except as provided in A.R.S. § 46-141, this Contract may be cancelled or terminated immediately if a person employed by the Contractor and who has contact with juveniles certifies pursuant to the provisions of A.R.S. § 46-141 (as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in this State, or of acts committed in another state that would be offenses in this State, or if the person does not possess or is denied issuance of a valid fingerprint clearance card.

23.3.3 Federally recognized Indian tribes may submit and the Department of Economic Security shall accept certifications that state that no personnel who are employed or who will be employed during the Contract term have been convicted of, have admitted committing or are awaiting trial on any offense as described in A.R.S. § 46-321 (as may be amended).

24.0

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996

- 24.1 The Contractor warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Contract. Contractor warrants that it will cooperate with Area Agency in the course of performance of the Contract so that both the Area Agency and Contractor will be in compliance with HIPAA, including cooperation and coordination with the offices of the Department's Chief Information Security Officer and Chief Privacy Officer, and other compliance officials required by HIPAA and its regulations.
- 24.2.2 The Contractor agrees to provide Area Agency with materials that will be utilized for its own training. Area Agency reserves the right to review the independent training materials and either approve or reject.

25.0

INCLUSIVE CONTRACTOR

Contractor is encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontractors for a percentage of the administrative or direct service being proposed. Contractor who is committing a portion of its work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning the Contractor's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract.

26.0

INDEMNIFICATION AND INSURANCE

26.1

Indemnification Clause

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Area Agency and the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against Area Agency and the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona. This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

26.2

Insurance Requirements

- 26.2.1 Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.
- 26.2.2 The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. Area Agency and the State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

26.3

Minimum Scope and Limits of Insurance

The Contractor shall provide coverage with limits of liability not less than those stated below.

26.3.1

Commercial General Liability (CGL) – Occurrence Form

Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

- General Aggregate \$3,000,000 (ALTCS) / \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Damage to Rented Premises \$ 50,000
- Each Occurrence \$1,000,000

1. The policy shall include coverage for Sexual Abuse and Molestation (SAM). This coverage may be sub-limited to no less than \$500,000. The limits may be included within the General Liability limit or provided by separate endorsement with its own limits. If you are unable to obtain SAM coverage under your General Liability because the insurance market will not support it, it should be included with the Professional Liability.
2. Contractor must provide the following statement on their Certificate(s) of Insurance: "Sexual Abuse and Molestation coverage is included" or "Sexual Abuse and Molestation coverage is not excluded."
3. The policy shall be endorsed, as required by this written agreement, to include the *Additional Insured agencies, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.*
4. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the Additional Insureds, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

26.3.2

Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract.

- Combined Single Limit (CSL) \$1,000,000

1. Policy shall be endorsed, as required by this written agreement, to include the Additional Insureds and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving automobiles owned, hired and/or non-owned by the Contractor.
2. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the Additional Insureds, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

26.3.3

Workers' Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability
 - Each Accident \$1,000,000
 - Disease – Each Employee \$1,000,000
 - Disease – Policy Limit \$1,000,000

1. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the Additional Insureds, and their departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
2. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

26.3.4 Professional Liability (Errors and Omissions Liability)

- Each Claim \$2,000,000
- Annual Aggregate \$2,000,000

1. If SAM coverage is being provided under this policy then Contractor must provide the following statement on their Certificate(s) of Insurance: "Sexual Abuse and Molestation coverage is included" or "Sexual Abuse and Molestation coverage is not excluded." This coverage may be sub-limited to no less than \$500,000.
2. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
3. Policy shall cover professional misconduct or wrongful acts for those positions defined in the Scope of Work and Service Specifications of this contract.

26.3.5 Commercial Crime Policy or Blanket Fidelity Bond

- Coverage amount is \$100,000

Coverage should include but is not limited to:

1. Employee Dishonesty (to include coverage for theft and mysterious disappearance and inventory shortage)
2. Money & Securities Inside/Outside
3. Computer Fraud
4. Funds Transferred (if applicable)
5. Forgery or Alteration
6. The policy shall be endorsed to include Area Agency and funding sources and the State of Arizona (and the respective agency) as Loss Payee
7. The policy shall not contain a condition requiring a conviction or arrest in order to file a claim
8. Coverage shall be extended to 3rd parties

26.4 Additional Insurance Requirements

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

- 26.4.1 The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the identified agencies, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
- 26.4.2 Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

26.4.3 Required Agencies:

- ☒ Area Agency on Aging, Region One Incorporated
- ☒ State of Arizona and Department of Economic Security
- ☒ Banner University Family Plan
- ☒ UnitedHealthcare Community Plan
- ☒ Mercy Care Plan

26.5 Notice of Cancellation

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially

changed for any reason without thirty (30) days prior written notice to Area Agency. Within two (2) business days of receipt, Contractor must provide notice to Area Agency if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Area Agency and shall be mailed, emailed, hand delivered or sent by facsimile transmission to the assigned Area Agency on Aging Contract Specialist.

26.6 **Acceptability of Insurers**

26.6.1 Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

26.6.2 If the social services program utilizes the Social Service Contractors Indemnity Pool (SSCIP) or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt for the A.M. Best's rating requirements listed in this contract. If the contractor or subcontractor chooses to use SSCIP or another approved insurance pool as its insurance provider, the contract/subcontract would be considered in full compliance with the insurance requirements relating to the A.M. Best rating requirements.

26.7 **Verification of Coverage**

Contractor shall furnish Area Agency with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

26.7.1 All such certificates of insurance and policy endorsements must be received by Area Agency before work commences. Area Agency's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

26.7.2 Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

26.7.3 All certificates required by this Contract shall be sent directly to Area Agency. The Area Agency project/contract/vendor number and project description shall be noted on the certificate of insurance. Area Agency reserves the right to require complete copies of all insurance policies required by this Contract at any time.

26.8 **Subcontractors**

Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. Area Agency reserves the right to require, at any time throughout the life of this contract, proof from the Contractor that its subcontractors have the required coverage.

26.9 **Approval and Modifications**

The Contracting Agency, in consultation with Area Agency, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract Amendment but may be made by administrative action.

26.10 **Exceptions**

In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

27.0 IT 508 COMPLIANCE

Unless specifically authorized in the Contract, any electronic or information technology offered to Area Agency under this Contract shall comply with A.R.S. §§ 41-3531 and 3532 as may be amended and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

28.0 LEVELS OF SERVICE

28.1 If the Contractor determines service recipient eligibility, the Contractor shall maintain and regulate the units or services set forth in this Contract to ensure continuity and availability of services to eligible persons during the term of this Contract and during any transition to a subsequent contractor.

28.2 Area Agency makes no guarantee to purchase specific quantities of goods or services, or to refer eligible persons as may be identified or specified herein. Further, it is understood and agreed that this Contract is for the sole convenience of Area Agency and that Area Agency reserves the right to obtain like goods or services from other sources when such need is determined necessary by Area Agency.

28.3 Any administration within Area Agency may obtain services under this Contract.

28.4 Contract services may be moved or expanded to other site locations within the geographic area awarded only by a written Contract Amendment.

28.5 Area Agency makes no guarantee to purchase all of the service units authorized or to provide any number of referrals. If quantities of units are specified, they are estimates only and Area Agency may decrease and/or increase them by providing written notice to the Contractor.

28.6 When the method of compensation for the service is Fixed Price with Price Adjustment, the Contract may be amended, by mutual agreement, to purchase additional services by increasing the contract itemized service budget and/or budget summary.

29.0 LIMITED ENGLISH PROFICIENCY

The Contractor shall ensure that all services provided are culturally relevant and linguistically appropriate to the population to be served following the ADES Policy, Limited English Proficiency, DES 1-01-34. To ensure compliance, the policy may be obtained at the following location:

<https://des.az.gov/digital-library/limited-english-proficiency>.

30.0 NON-AVAILABILITY OF FUNDS

In accordance with A.R.S. § 35-154, every payment obligation of Area Agency under the Contract is conditioned upon the availability of funds appropriated or allocated for payment of such obligation. If funds are not allocated and available for the continuance of this Contract, this Contract may be terminated by Area Agency at the end of the period for which funds are available. The President/CEO of Area Agency shall have the sole and unfettered discretion in determining the availability of funds. No liability shall accrue to Area Agency in the event this provision is exercised, and Area Agency shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

31.0 NON-DISCRIMINATION

In addition to the Uniform Terms and Conditions, Section 3.2, the following shall apply:

31.1 Unless exempt under Federal law the Contractor shall comply with Title VII of the Civil Rights Act of 1964 as amended. Contractor shall comply with the Age Discrimination in Employment Act. The Contractor shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. The Contractor shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.

31.2 The Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of or participation in contract services on the basis of race, color, or national origin. The Contractor shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of disability in delivering contract services; and with Title II of the Americans

with Disabilities Act, and the Arizona Disability Act, which prohibit discrimination on the basis of physical or mental disabilities in the provision of contract programs, services and activities.

31.3 The following shall be included in all publications, forms, flyers, etc. that are distributed to recipients of contract services:

31.3.1 "Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI and VII) and the Americans with Disabilities Act of 1990 (ADA) Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, **(insert Contractor name here)** prohibits discrimination in admissions, programs, services, activities or employment based on race, color, religion, sex, national origin, age, and disability. The **(insert Contractor name here)** must make a reasonable accommodation to allow a person with a disability to take part in a program, service, or activity. Auxiliary aids and services are available upon request to individuals with disabilities. For example, this means that if necessary, the **(insert Contractor name here)** must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the **(insert Contractor name here)** will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy please contact: **(insert Contractor contact person and phone number here)** *"Para obtener este documento en otro formato o obtener información adicional sobre esta política, (insert Contractor contact person and phone number here)."*

32.0 NOTICES

In addition to the Uniform Terms and Conditions, Section 3.5, the following shall apply:

32.1 All notices shall reference the contract number.

32.2 The Contractor shall give written notice to Area Agency of changes to the following, and a written amendment to the contract shall not be necessary:

32.2.1 Change of telephone number;

32.2.2 Changes in the name and/or address of the person to whom notices are to be sent;

32.2.3 Changes in contract-related personnel positions of the Contractor which do not affect staffing ratios, staff qualifications or specific individuals required under this Contract; or

32.2.4 In a fixed price with price adjustment contract, whenever there is less than a ten percent (10%) increase in any budget category; any such increase must be offset by an equal value decrease in another budget category or categories.

33.0 ORDER OF PRECEDENCE

In addition to the Uniform Terms and Conditions, Section 2.3, the following shall apply:

33.1 In the event of a conflict in the provisions of the Contract, as accepted by Area Agency and as they may be amended, the following shall prevail in the order set forth below:

33.1.1 ADES Special Terms and Conditions;

33.1.2 Uniform Terms and Conditions;

33.1.3 Provider Specific Terms for Programs with ALTCS Funded Services

33.1.4 Scope of Work;

33.1.5 Service Specifications

33.1.6 Area Agency Manuals, Policies and Directives

33.1.7 Attachments that are not included in the Special Terms and Conditions or Uniform Terms and Conditions;

- 33.1.8 Exhibits;
- 33.1.9 Documents referenced or included in the Solicitation;

34.0 PANDEMIC CONTRACTUAL PERFORMANCE

- 34.1 The State shall require a written plan that illustrates how the Contractor shall perform up to contractual standards in the event of a pandemic. Area Agency may require a copy of the plan at any time prior or post award of a contract. At a minimum, the pandemic performance plan shall include:
 - 34.1.1 Key succession and performance planning if there is a sudden significant decrease in Contractor's workforce.
 - 34.1.2 Alternative methods to ensure there are services or products in the supply chain.
 - 34.1.3 An up to date list of company contacts and organizational chart.
- 34.2 In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this Contract impossible or impracticable, Area Agency shall have the following rights:
 - 34.2.1 After the official declaration of a pandemic, Area Agency may temporally void the Contract(s) in whole or specific sections if the Contractor cannot perform to the standards agreed upon in the initial terms.
 - 34.2.2 Area Agency shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director of the Arizona Department of Administration per A.R.S. § 41-2537 as may be amended of the Arizona Procurement Code.
 - 34.2.3 Once the pandemic is officially declared over and/or the Contractor can demonstrate the ability to perform, Area Agency, at its sole discretion may reinstate the temporarily voided Contract(s).

35.0 PARTICIPATION IN BOYCOTT OF ISRAEL

Contractor warrants it is not engaged in a boycott of Israel as defined by A.R.S. § 35-393.01.

36.0 PAYMENTS

In addition to the Uniform Terms and Conditions, Section 4.1, the following shall apply:

- 36.1 Payments regarding this contract shall be made according to the type of payment indicated with the check mark (✓) and is identified on the Contract Summary page(s) and defined as follows:
 - 36.1.1 ☒ Fixed Price with Price Adjustment - Reimbursement to the Contractor is in accordance with actual allowable costs incurred not to exceed the service reimbursement ceiling as stated in the Itemized Service Budget. The Contractor shall furnish Area Agency with an accounting of actual costs. Increases to the service reimbursement ceiling shall only be made by a Contract Amendment.
 - 36.1.2 ☐ Rate or Fixed Price – The Contractor is paid a specified amount for each unit of service or deliverable as designated in the Contract Summary, not to exceed the maximum number of units if indicated by Area Agency for each contract service/deliverable. Area Agency may authorize units and adjust funding based on those authorized units throughout the term of the contract by amending the contract.
- 36.2 Area Agency must approve the service reimbursement ceiling. The Contractor shall submit an Itemized Service Budget reflecting the total amount of the service reimbursement ceiling. Area Agency will issue payment based upon actual allowable costs incurred consistent with each service budget, budget summary, or Fixed Price, not to exceed the service reimbursement ceiling. Area Agency may negotiate individual budget category, service code, activity or categories.
 - 36.2.1 Whenever there is less than a ten percent (10%) increase in any budget category, service code, or activity within a service; any such increase must be offset by an equal value decrease in another budget category, service code, or activity within a service. A written explanation for the increase must be submitted to the

Area Agency for approval. A new Itemized Service Budget shall not be required.

- 36.2.2 Whenever there is a ten percent (10%) or greater increase in any budget category/service code/activity, any such increase must be offset by an equal value decrease in another budget category/service code/activity or categories and written justification for the increase must be submitted to Area Agency for prior approval by Area Agency. A new Itemized Service Budget shall be required.
- 36.2.3 A Contractor shall not exceed ten percent (10%) of the total service reimbursement budget in total service adjustments within any State fiscal year.
- 36.3 The Contractor shall report to Area Agency in the manner prescribed by the "Reporting Requirements" section of these terms and conditions and service specifications or other Area Agency directives. Upon receipt of applicable, accurate and complete reports, and compliance with all requirements, Area Agency will authorize payment or reimbursement in accordance with the type of payment indicated by this Contract.
- 36.4 If the Contractor is in any manner in default in the performance of any obligation under this Contract, or if audit exceptions are identified, Area Agency may, at its option and in addition to other available remedies, either offset the amount or withhold payment up to the amount in dispute or default.
- 36.5 The Contractor may offer a price reduction adjustment at any time during the term of the Contract. Any price reduction shall be executed by a contract amendment.
- 36.6 Under no circumstances shall Area Agency make payment to the Contractor:
- 36.6.1 That exceeds the unit authorized without an amendment to this contract;
- 36.6.2 That exceeds the service reimbursement ceiling as stated in the Contract Summary or Contract Budget without an amendment to this contract; or
- 36.6.3 For services performed prior to or after the term of the contract without timely extension or renewal of the contract.
- 36.8 Compensation for Rate or Fixed Price
- 36.8.1 Subject to the availability of funds and during the period of this contract, the Area Agency shall pay the fixed unit prices for each unit of service authorized and delivered to each client in accordance with the Contract Summary.
- 36.8.2 The Contractor shall not be entitled to bill the Area Agency, nor shall the Area Agency honor any claim for payment for any client services performed in the development of, or review of a client's plan of care.
- 36.8.3 The rates per unit of service as stated in the Contract Summary shall be considered payment in full for all services and supplies rendered or provided under the terms of this contract. The Contractor agrees that it will not bill or charge clients, their families, guardian or conservators for services provided under this contract without prior approval of the Area Agency. The provisions of this section shall not be construed as restricting the right of the Contractor to bill Medicare for allowable costs, and/or to bill clients for other services rendered that are not covered by this contract.
- 36.8.4 The Contractor shall be entitled to bill the Area Agency only for those units of service that have been performed in accordance with the Scope of Work and Service Specifications of this contract and where the Contractor has obtained a valid client signature each time services were provided.
- 36.8.5 The Area Agency, working from the Contractor's billing, shall determine the payments to be made to the Contractor for services. If a discrepancy exists between the Contractor's billing and the Area Agency's record of authorized clients and units of service, the amount of the discrepancy will be disallowed and the remainder of the claim processed for payment. The Contractor shall be notified in writing of the amount and reasons for any disallowance and shall be afforded the opportunity to document the appropriateness of the disallowed costs and to resubmit a billing for payment within thirty (30) days of the original due date.
- 36.8.6 The Area Agency President/CEO shall be the sole determiner of the availability of funds.

- 36.9 Compensation for Fixed Price with Price Adjustment
- 36.9.1 Subject to the availability of funds, Area Agency shall compensate the Contractor for delivery of the contract services designated within the Service Specifications, provided that the services are delivered during the term of the contract and in accordance with the terms and conditions set forth in this contract. The maximum reimbursement ceiling for all Fixed Price with Price Adjustment services provided during the term of this contract is stated in the Contract Summary.
- 36.9.2 At least a ten percent (10%) non-federal match is required for each Area Agency dollar awarded. This non-federal match may be either cash or in-kind.
- 36.9.3 If at contract termination the total number of eligible units of service delivered for any contracted service is less than ninety percent (90%) of the contracted units, Area Agency reserves the right to adjust payments to the Contractor proportionally.
- 36.9.4 The Area Agency shall not be obligated to compensate the Contractor for delivery of contracted services at a ratio greater than the time remaining in the contract year. The schedule of compensation shall be applied quarterly; therefore, a Contractor may not exceed compensation greater than 25%, 50%, 75% based on the period of the contract year served. Area Agency shall have sole and unfettered discretion to deviate from this schedule.
- 36.9.5 If claiming Indirect, Area Agency requires the Contractor to submit a letter of approval from a federally recognized, cognizant agency.

37.0 PAYMENT RECOUPMENT

The Contractor shall reimburse Area Agency upon demand or Area Agency may deduct from future payments the following:

- 37.1 Any amounts received by the Contractor from Area Agency for contract services which have been inaccurately reported or are found to be unsubstantiated;
- 37.2 Any amounts paid by the Contractor to a subcontractor not authorized in writing by Area Agency;
- 37.3 Any amount or benefit paid directly or indirectly to an individual or organization not in accordance with the "Substantial Interest" section of these terms and conditions;
- 37.4 Any amounts paid by Area Agency for services which duplicate services covered or reimbursed by other specific grants, contracts, or payments;
- 37.5 Any amounts expended for items or purposes determined unallowable by Area Agency when this Contract provides for the reimbursement of costs, see the "Unallowable Costs" section of these terms and conditions;
- 37.6 Any amounts paid by Area Agency for which the Contractor's books, records, and other documents are not sufficient to clearly substantiate that those amounts were used by the Contractor to perform contract services;
- 37.7 Any amounts received by the Contractor from Area Agency which are identified as a financial audit exception;
- 37.8 Any amounts paid or reimbursed in excess of the Contract or service reimbursement ceiling;
- 37.9 Any amounts paid to the Contractor which are subsequently determined to be defective pursuant to the "Certification of Cost or Pricing Data" section of these terms and conditions; and
- 37.10 Any payments made for services rendered before the Contract begin date or after the Contract termination date.

38.0 PERSONNEL

The Contractor's personnel shall satisfy all qualifications, carry out all duties, and work the hours as set forth in this Contract.

39.0 PREDECESSOR AND SUCCESSOR CONTRACTS

The execution or termination of this Contract shall not be considered a waiver by Area Agency of any rights it may have for damages suffered through a breach of this or a prior contract with the Contractor.

40.0 PROFESSIONAL STANDARDS

The Contractor shall deliver contract services in a humane and respectful manner and in accordance with any and all applicable professional accreditation standards. Levels of staff qualifications, professionalism, numbers of staff and individuals identified by name must be maintained as presented in the Contract.

41.0 RATE ADJUSTMENT

41.1 The Contractor agrees to provide services at the rates as set forth in this Contract. No other costs, rates, or fees shall be payable to the Contractor. Any requests for rate adjustment(s) shall be submitted in writing a minimum of forty-five (45) days prior to contract extension and include supportive justification for the proposed adjustment(s) such as, but not limited to, economic data. Rate adjustment(s) shall only be considered at time of contract extension. Area Agency will review such request(s) and shall determine whether an adjustment shall be granted or if an alternative option is in the best interests of Area Agency. Any rate adjustment, if approved, will be effective and executed via a Contract Amendment.

41.2 Any approved rate adjustment shall be applied to the specific rate(s) in effect prior to the contract extension period.

41.3 The request shall include the contract number and service description.

41.4 The Contractor shall submit the request for a rate adjustment to:

Area Agency on Aging, Region One, Incorporated
Contracts Department
1366 E Thomas Road, Suite 108
Phoenix, Arizona, 85014

or

ContractsDepartment@aaaphx.org

42.0 RECORDS

In addition to the Uniform Terms and Conditions, Section 3.1, the following shall apply:

42.1 Contract service records will be maintained in accordance with this contract, contract amendment(s), scope(s) of work, service specification(s), and any other Area Agency policies and directives. Records shall, as applicable, meet the following standards:

42.1.1 Adequately identify the service provided and each service recipient's application for contract and subcontract activities;

42.1.2 Include personnel records which contain applications for employment, job titles and descriptions, hire and termination dates, a copy of the fingerprint clearance card (front and back), wage rates, and effective dates of personnel actions affecting any of these items;

42.1.3 Include time and attendance records for individual employees to support all salaries and wages paid;

42.1.4 For Fixed Price with Price Adjustment contracts, include:

1. Records of the source of all receipts and the deposit of all funds received by the Contractor;
2. Original copies of invoices, statements, sales tickets, billings for services, deposit slips, etc., and a cash disbursement journal and cancelled checks to reflect all disbursements applicable to the Contract;
3. A complete general ledger with accounts for the collection of all costs and/or fees applicable to the Contract; and

4. Copies of lease/rental agreements, mortgages and/or any other agreements which in any way may affect Contract expenditures.

- 42.1.5 Specific to staff/volunteers providing transportation services, records must include a copy of a valid driver's license based on the vehicle to be driven and the initial physical exam and subsequent physical exams per contract requirements.
- 42.1.6 Specific to staff/volunteers providing home delivered meals, records must include a copy of a valid driver's license based on the vehicle to be driven.
- 42.2 Any such records not maintained shall mandate an audit exception in the amount of the inadequately documented expenditures.
- 42.2.1 Contractor shall ensure its subcontractor(s), preserve and make available all records for a period of five (5) years from the date of final payment under this Contract except if subject to Health Insurance Portability & Accountability Act which is six (6) years from the date of final payment:
- 42.2.2 If this Contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five (5) years from the date of any such termination.
- 42.2.3 Records which related to disputes, litigation or the settlement of claims arising out of the performance of this Contract, or costs and expenses of this Contract to which exception has been taken by Area Agency, shall be retained by the Contractor until such disputes, litigations, claims or exceptions have been disposed of.

43.0 RELATIONSHIP OF PARTIES

In addition to the Uniform Terms and Conditions, Section 2.4, the following shall apply:

- 43.1 In the event that the Contractor or its personnel is sued or prosecuted for conduct arising from this Contract, the Contractor or their personnel will not be represented by Area Agency or other funding source within this contract.
- 43.2 Taxes or Social Security payments will not be withheld from Area Agency payment issued hereunder and the Contractor shall make arrangements to directly pay such expenses, if any.

44.0 REPORTING REQUIREMENTS

- 44.1 Unless otherwise provided in this Contract, reporting shall adhere to the following schedule: with the exception of the last month of the Contract term, the Contractor shall submit programmatic and financial reports to Area Agency as specified in the Scope of Work and Service Specifications no later than the tenth (10th) day following the end of each month during the Contract term. Failure to submit accurate and complete reports by the tenth (10th) day following the end of each month may result, at the option of Area Agency, in retention of payment. Failure to provide such report within forty-five (45) days following the end of a month may result, at the option of Area Agency, in a forfeiture of such payment. *Reference Exhibit E.*
- 44.2 Following the end of each contract term, the Contractor shall submit programmatic and financial reports to Area Agency in the form set forth in the contract no later than the Area Agency appointed day following the end of each Contract term. The final fiscal report for the Contract term shall include all adjustment to prior financial reports submitted for the Contract term.
- 44.3 No later than the forty-fifth (45th) day following the termination or the expiration of this Contract, Contractor shall submit to Area Agency a final program and fiscal reports. Failure to submit the final program and fiscal reports within the above time period may result, at the option of Area Agency, in forfeiture of final payment.
- 44.4 All reports shall reference the contract number and be submitted to the person designated by Area Agency.
- 44.5 Providers must report all unusual incidents in writing to Area Agency Contracts Department within two (2) business days. An unusual incident is defined as any potentially liable circumstance that occurs in the

provider's facility or occurs while conducting services.

- If the incident involves calling 9-1-1, the incident must be reported by telephone and email within 24 hours to Area Agency Contracts Staff.
- An unusual incident would include but not limited to medical situations, accidents, fights or other major conflicts, any reasonable suspicion of any form of abuse or neglect, and criminal actions.
- Case managers must be informed of all incident reports.

Exhibit F

45.0 RESPONSIBILITY FOR PAYMENTS INDEMNIFICATION

The Contractor shall be responsible for issuing payment for services performed by the Contractor's employees, subcontractors, suppliers, or any other third party incurred in the furtherance of the performance or the arising out of the Contract and will indemnify and save Area Agency harmless for all claims whatsoever out of the lawful demands of such parties. The Contractor shall, at Area Agency's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.

46.0 SUBCONTRACTS

In addition to Section 5.2 of the Uniform Terms and Conditions, the following shall apply:

- 46.1 The Contractor shall be responsible for any goods and/or services to be provided by the subcontractor and ensure performance, is in accordance with the requirements of the Contract.
- 46.2 Prior to adding a subcontractor to the Contract, the Contractor shall submit a formal, written request to the Area Agency President/CEO. The request shall:
- 46.2.1 Be on the Contractors company letterhead;
- 46.2.2 Be signed by an authorized representative of the Contractor; and
- 46.2.3 Contain the following information:
1. The subcontractor's name, address, phone number, e-mail and primary point of contact;
 2. The certifications required of the subcontractor (if any);
 3. The subcontractor's small business status (if applicable);
 4. The type of goods and/or services to be provided by the subcontractor;
 5. The amount of time or effort (as a percent of total contract performance) that the subcontractor will perform in relation to total performance of the contract's requirements; and
 6. A description of the quality assurance measures that the Contractor shall use to monitor the subcontractor's performance.
- 46.2.4 Area Agency reserves the right to request additional information deemed necessary about any proposed subcontractor. Area Agency reserves the right to approve or disapprove the proposed subcontractor if in the best interest of the Area Agency.
- 46.3 The Contractor shall provide copies of each contract with a subcontractor relating to the provision of contract services to Area Agency within five (5) calendar days of the request.

47.0 SUBSTANTIAL INTEREST DISCLOSURE

- 47.1 Contractor shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or any other organization which has a substantial interest in Contractor's organization or with which Contractor (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless Contractor has made a full written disclosure of the proposed payments, including amounts, to Area Agency.
- 47.2 Leases or rental agreements or purchase of real property which are covered by Section 47.1 shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.
- 47.3 For the purpose of this Section, "relative" shall have the same meaning as in A.R.S. § 38-502 as may be amended.

48.0 SUPPORTING DOCUMENTS AND INFORMATION

In addition to any documents, reports or information required by any other section of this Contract, Contractor shall furnish Area Agency with any further documents and information deemed necessary by Area Agency. Upon receipt of a request for information from Area Agency, the Contractor shall provide complete and accurate information no later than fifteen (15) days after the receipt of the request.

49.0 SUSPENSION OR DEBARMENT

In addition to the Uniform Terms and Conditions, Section 9.3, the Contractor shall submit the Certification Regarding Debarment, Suspension and Voluntary Exclusion Lower Tier Covered Transactions form.

50.0 TECHNICAL ASSISTANCE

Area Agency may, but shall not be obligated to, provide technical assistance to the Contractor in the administration of contract services, or relating to the terms and conditions, policies and procedures governing this Contract. Notwithstanding the foregoing, the Contractor shall not be relieved of full responsibility and accountability for the provision of contract services in accordance with the terms and conditions set forth herein.

51.0 TERMINATION FOR ANY REASON

51.1 In the event the Contract is terminated, with or without cause, or expires, the Contractor, whenever determined appropriate by Area Agency, shall assist Area Agency in the transition of services or eligible persons to other Contractors. Such assistance and coordination shall include, but not be limited to, the forwarding of program and other records as may be necessary to assure the smoothest possible transition and continuity of services. The cost of reproducing and forwarding such records and other materials shall be borne by the Contractor. The Contractor must make provisions for continuing all management/administrative services until the transition of services or eligible persons is complete and all other requirements of this Contract are satisfied.

51.2 In the event of termination or suspension of the Contract by Area Agency, such termination or suspension shall not affect the obligation of the Contractor to indemnify Area Agency, the Department and the State for any claim by any other party against Area Agency, the State or Department arising from the Contractor's performance of this Contract and for which the Contractor would otherwise be liable under this Contract. To the extent such indemnification is excluded by A.R.S. § 41-621 et seq. as may be amended or an obligation is unauthorized under A.R.S. § 35-154 as may be amended the provisions of this paragraph shall not apply.

51.3 In the event of early termination for any reason, any funds advanced to the Contractor shall be returned to Area Agency within ten (10) days after the date of termination or upon receipt of notice of termination of the Contract, whichever is earlier.

52.0 TERMINATION FOR DEFAULT

In addition to the Uniform Terms and Conditions, Section 9.5, Area Agency may immediately terminate this Contract if Area Agency determines that the health or welfare or safety of service recipients is endangered.

53.0 TRANSFER OF KNOWLEDGE

The Contractor shall, whenever feasible, share strategies and techniques with Area Agency staff to transfer the skills and knowledge acquired in the delivery of the contracted service.

54.0 TRANSITION OF ACTIVITIES

In the event that a contract is awarded to a new contractor for services similar to those being performed by Contractor under this Contract, there shall be a transition of services period. During this period, the Contractor under this Contract shall work closely with the new contractor's personnel and/or Area Agency staff to ensure a smooth and complete transfer of duties and responsibilities. Area Agency's authorized representative will coordinate all transition activities. A transition plan will be developed in conjunction with the existing Contractor to assist the new contractor and/or Area Agency staff to implement the transfer of duties. Area Agency reserves the right to determine which projects/service delivery nearing completion will remain with the current Contractor of record.

55.0 UNALLOWABLE COSTS

The cost principles set forth in the Code of Federal Regulations, 2 C.F.R. § 200, (Issued December 26, 2013), including later amendments and editions, shall be used to determine the allowability of incurred costs for the purpose of reimbursing costs under contract provisions that provide for the reimbursement of costs. Costs that are specifically defined as unallowable therein will not be submitted for reimbursement by the Contractor and may not be reimbursed with Department funds.

56.0 VISITATION, INSPECTION AND COPYING

Contractor's and/or subcontractor's facilities, services and individuals served, books and records pertaining to the Contract shall be available for visitation, inspection, monitoring, and copying by Area Agency and any other appropriate agent of funding source or the State or Federal Government. At the discretion of Area Agency, visitation, inspection and copying may be at any time during regular business hours, announced or unannounced. If Area Agency deems it to be an emergency situation, it may at any time visit and inspect the Contractor's or subcontractor's facilities, services and individuals served, as well as inspect and copy their contract-related books and records.

57.0 WARRANTY OF SERVICES

The Contractor warrants that all services provided under this Contract shall conform to the requirements stated herein and any amendments hereto. Area Agency's acceptance of services provided by the Contractor shall not relieve the Contractor from its obligations under this warranty. In addition to its other remedies, Area Agency may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all of the provisions of this Contract in the manner and to the same extent as the services originally furnished.

Uniform Terms and Conditions

1.0 DEFINITION OF TERMS

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- 1.1 “*Attachment*” means any item the Solicitation requires the Offeror to submit as part of the Offer.
- 1.2 “*Contract*” means the combination of the Solicitation, Request for Proposals, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work, Service Specifications; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments; and any terms implied by law.
- 1.3 “*Contract Amendment*” means a written document signed by the Area Agency President/Chief Executive Officer (CEO) that is issued for the purpose of making changes in the Contract.
- 1.4 “*Contractor*” means any person, agency, entity that has a Contract with Area Agency. Contractor shall also be referred to as a provider.
- 1.5 “*Days*” means calendar days unless otherwise specified.
- 1.6 “*Exhibit*” means any item labeled as an Exhibit in the Solicitation and Contract or placed in the Exhibits section of the Solicitation and Contract.
- 1.7 “*Gratuity*” means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.8 “*Materials*” means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- 1.9 “*Procurement Officer*” means the Area Agency President/CEO or his or her designee, duly authorized by Area Agency to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.10 “*Services*” means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 1.11 “*Subcontract*” means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 1.12 “*State*” means the State of Arizona and Department or Agency of the State that executes the Contract.
- 1.13 “*State Fiscal Year*” means the period beginning with July 1 and ending June 30.

2.0 CONTRACT INTERPRETATION

- 2.1 **Arizona Law.** The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- 2.2 **Implied Contract Terms.** Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 2.3 **Contract Order of Precedence.** In the event of a conflict in the provisions of the Contract, as accepted by Area Agency and as they may be amended, the following shall prevail in the order set forth below:
 - 2.3.1 ADES Special Terms and Conditions;

- 2.3.2 Uniform Terms and Conditions;
- 2.3.3 Provider Specific Terms for Programs with ALTCS Funded Services
- 2.3.4 Scope of Work;
- 2.3.5 Service Specifications;
- 2.3.6 Area Agency manuals, policies and directives;
- 2.3.7 Attachments that are not included in the Special Terms and Conditions or Uniform Terms and Conditions
- 2.3.8 Exhibits;
- 2.3.9 Documents referenced or included in the Solicitation.
- 2.4 **Relationship of Parties**. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 2.5 **Severability**. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 2.6 **No Parole Evidence**. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 2.7 **No Waiver**. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.
- 3.0 CONTRACT ADMINISTRATION AND OPERATION**
- 3.1 **Records**. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All records shall be subject to inspection and audit by Area Agency at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2 **Non-Discrimination**. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3.3 **Audit**. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by Area Agency and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.4 **Facilities Inspection and Materials Testing**. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. Area Agency shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If Area Agency determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by Area Agency for testing and inspection.
- 3.5 **Notices**. Notices to the Contractor required by this Contract shall be made by Area Agency to the person indicated on the Contract Signature Page and/or Facility Location page submitted by the Contractor unless otherwise stated in the Contract. Notices to Area Agency required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

- 3.6 **Advertising, Publishing and Promotion of Contract.** The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Area Agency President/CEO or designee.
- 3.7 **Property of the Area Agency.** Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of Area Agency. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of Area Agency.
- 3.8 **Ownership of Intellectual Property.** Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and Area Agency shall be considered the creator of such Intellectual Property. The Area Agency in requesting the issuance of this contract shall own (for and on behalf of the Area Agency) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify Area Agency, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the Area Agency and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the Area Agency. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the Area Agency without the express written authorization of the Area Agency President/CEO or designee requesting the issuance of this contract.
- 3.9 **Federal Immigration and Nationality Act.** The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The Area Agency shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should Area Agency determine that the contractor and/or any subcontractors be found noncompliant, Area Agency may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.
- 3.10 **E-Verify Requirements.** In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. *"After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program and shall keep a record of the verification for the duration of the employee's employment or at least three (3) years whichever is longer."*
- 3.11 **Offshore Performance of Work Prohibited.** Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4.0 COSTS AND PAYMENTS

- 4.1 **Payments.** Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the Area Agency.
- 4.2 **Delivery.** Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
- 4.3 **Applicable Taxes.**
- 4.3.1 **Payment of Taxes.** The Contractor shall be responsible for paying all applicable taxes.
- 4.3.2 **State and Local Transaction Privilege Taxes.** The State of Arizona and Area Agency is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are

the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3 **Tax Indemnification.** Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State, Area Agency, and its funders harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.3.4 **IRS W9 Form.** In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with Area Agency, unless not required by law.

4.4 **Availability of Funds for the Next State fiscal year.** Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State or Area Agency for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.5 **Availability of Funds for the current State fiscal year.** Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State and/or Area Agency may take any of the following actions:

4.5.1 Accept a decrease in price offered by the contractor;

4.5.2 Cancel the Contract; or

4.5.3 Cancel the contract and re-solicit the requirements.

5.0 **CONTRACT CHANGES**

5.1 **Amendments.** This Contract is issued under the authority of the Area Agency President/CEO who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Area Agency President/CEO in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2 **Subcontracts.** The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Area Agency President/CEO. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3 **Assignment and Delegation.** The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Area Agency President/CEO. Area Agency shall not unreasonably withhold approval.

6.0 **RISK AND LIABILITY**

6.1 **Risk of Loss:** The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2 **Indemnification.**

6.2.1 **Contractor/Vendor Indemnification (Not Public Agency).** The parties to this contract agree that the Area Agency and the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the Area Agency and the State as a result of entering into this contract. However, the parties further agree that the Area Agency and the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence.

Each party to this contract is responsible for its own negligence.

6.2.2 **Public Agency Language Only.** Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."

6.2.3 **Indemnification for Subcontractor.** In addition, the Contractor shall cause its contractor(s) and subcontractor(s), if any, to indemnify, defend, save and hold harmless the Area Agency and State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this agreement, and their respective directors, officers, officials, agents, and employees (hereinafter referred to as Indemnitee) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as Claims) for bodily injury or personal injury (including death), or loss or damage or tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of the Contractor or any of the directors, officers, agents, or employees or subcontractors of such Contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such Contractor to the extent permitted by law, from and against any and all claims. It is agreed that such Contractor will be responsible for primary loss investigation, defense and judgement costs where this indemnification is applicable.

6.3 **Indemnification - Patent and Copyright.** The Contractor shall indemnify and hold harmless the Area Agency and the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4 **Force Majeure.**

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2 Force Majeure shall not include the following occurrences:

1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

- 6.4.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.
- 6.5 Third Party Antitrust Violations.** The Contractor assigns to Area Agency any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.
- 7.0 WARRANTIES**
- 7.1 **Liens.** The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.
- 7.2 **Quality.** Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the Area Agency of the materials, they shall be:
- 7.2.1 Of a quality to pass without objection in the trade under the Contract description;
- 7.2.2 Fit for the intended purposes for which the materials are used;
- 7.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
- 7.2.4 Adequately contained, packaged and marked as the Contract may require; and
- 7.2.5 Conform to the written promises or affirmations of fact made by the Contractor.
- 7.3 **Fitness.** The Contractor warrants that any material supplied to Area Agency shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- 7.4 **Inspection/Testing.** The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by Area Agency.
- 7.5 **Compliance With Applicable Laws.** The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- 7.6 **Survival of Rights and Obligations after Contract Expiration or Termination.**
- 7.6.1 **Contractor's Representations and Warranties.** All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the Area Agency or State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
- 7.6.2 **Purchase Orders.** The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Area Agency President/CEO, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.
- 8.0 CONTRACTUAL REMEDIES**
- 8.1 **Right to Assurance.** If Area Agency in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Area Agency President/CEO may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the Area Agency's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2 **Stop Work Order.**

8.2.1 The Area Agency may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by Area Agency after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Area Agency President/CEO shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3 **Non-exclusive Remedies.** The rights and the remedies of the Area Agency under this Contract are not exclusive.

8.4 **Nonconforming Tender.** Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the Area Agency may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.5 **Right of Offset.** Area Agency shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by Area Agency, or damages assessed by Area Agency concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9.0 **CONTRACT TERMINATION**

9.1 **Cancellation for Conflict of Interest.** Pursuant to A.R.S. § 38-511, Area Agency may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the Area Agency is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2 **Gratuities.** Area Agency may, by written notice, terminate this Contract, in whole or in part, if Area Agency determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of Area Agency for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. Area Agency, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

9.3 **Suspension or Debarment.** Area Agency may, by written notice to the Contractor, immediately terminate this Contract if Area Agency determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify Area Agency.

9.4 **Termination for Convenience.** Area Agency reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of Area Agency, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to Area Agency. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to Area Agency upon demand. The Contractor shall be entitled to

receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5 **Termination for Default.**

9.5.1 In addition to the rights reserved in the contract, Area Agency may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Area Agency President/CEO shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to Area Agency on demand.

9.5.3 The Area Agency may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to Area Agency for any excess costs incurred by the Area Agency in procuring materials or services in substitution for those due from the Contractor.

9.6 **Continuation of Performance Through Termination.** The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10.0 CONTRACT CLAIMS

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11.0 ARBITRATION

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

CONTRACTOR SPECIFIC TERMS

Subcontract Provisions for ALTCS Funded Service Programs

Based on the Area Agency's contract with the ALTCS Agencies, the following provisions are additional requirements to all subcontractors for adult day health care and home delivered meal services.

1. Definitions

- a. ALTCS shall mean Arizona Long Term Care System
- b. ALTCS Agency shall mean individually or collectively the following agencies: Banner University Family Plan, UnitedHealthcare Community Plan, Mercy Care Plan, and any other agency(s) that may be initiated by ALTCS during the duration of this contract.
- c. AHCCCS shall mean Arizona Health Care Cost Containment System administration.

2. Adult Day Health Care Rates The contracted unit rates for adult day health care shall be subject to the actions, decisions, and policies of the ALTCS Agencies individually.

3. Assignment and Delegation of Rights and Responsibilities No payment due the Contractor under this subcontract may be assigned without the prior approval of Area Agency which may require further approval from an ALTCS Agency. No assignment or delegation of the duties of this subcontract shall be valid unless prior written approval is received from AHCCCS. (A.A.C. R2-7-305)

4. Awards of Other Subcontracts AHCCCS and/or the ALTCS Agency may undertake or award other contracts for additional or related work to the work performed by the Contractor and the Contractor shall fully cooperate with such other contractors, subcontractors or state employees. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor, subcontractor or state employee. (A.A.C. R2-7-308)

5. Certification of Compliance – Anti-Kickback and Laboratory Testing By signing this subcontract, the Contractor certifies that it has not engaged in any violation of the Medicare Anti-Kickback statute (42 USC §§1320a-7b) or the "Stark I" and "Stark II" laws governing related-entity referrals (PL 101-239 and PL 101-432) and compensation there from. If the Contractor provides laboratory testing, it certifies that it has complied with 42 CFR §411.361 and has sent to AHCCCS simultaneous copies of the information required by that rule to be sent to the Centers for Medicare and Medicaid Services. (42 USC §§1320a-7b; PL 101-239 and PL 101-432; 42 CFR §411.361)

6. Certification of Truthfulness of Representation By signing this contract, the Contractor certifies that all representations set forth herein are true to the best of its knowledge.

7. Clinical Laboratory Improvement Amendments of 1988 The Clinical Laboratory Improvement Amendment (CLIA) of 1988 requires laboratories and other facilities that test human specimens to obtain either a CLIA Waiver or CLIA Certificate in order to obtain reimbursement from the Medicare and Medicaid (AHCCCS) programs. In addition, they must meet all the requirements of 42 CFR 493, Subpart A. To comply with these requirements, AHCCCS requires all clinical laboratories to provide verification of CLIA Licensure or Certificate of Waiver during the provider registration process. Failure to do so shall result in either a termination of an active provider ID number or denial of initial registration. These requirements apply to all clinical laboratories. Pass-through billing or other similar activities with the intent of avoiding the above requirements are prohibited. The Contractor may not reimburse providers who do not comply with the above requirements. (CLIA of 1988; 42 CFR 493, Subpart A)

8. Compliance with AHCCCS Rules Relating to Audit and Inspection The Contractor shall comply with all applicable AHCCCS Rules and Audit Guide relating to the audit of the Contractor's records and the inspection of the Contractor's facilities. If the Contractor is an inpatient facility, the Contractor shall file uniform reports and Title XVIII and Title XIX cost reports with AHCCCS. A.R.S. §41-2548; 45 CFR 74.48(d)

9. Compliance with Laws and Other Requirements The Contractor shall comply with all federal, State and local laws, rules, regulations, standards and executive orders governing performance of duties under this contract, without limitation to those designated within this contract. [42 CFR 434.70] [42CFR 438.6(1)]

10. Confidentiality Requirement The Contractor shall safeguard confidential information in accordance with federal and State laws and regulations, including but not limited to, 42 CFR Part 431, Subpart F, A.R.S. §36-107, 36-2903, (for Acute), 36-2932 (for (ALTCS), 41-1959 and 46-135, THE Health Insurance Portability and Accountability Act (Public Law 107-191 Statutes 1936), 45 CFR Parts 160 and 164, and AHCCCS Rules.

11. Conflict of Interpretation of Provisions In the event of any conflict in interpretation between provisions of this contract and the AHCCCS Minimum Subcontract Provisions, the latter shall take precedence.
12. Contract Claims and Disputes Contract claims and disputes arising under A.R.S. Title 36, Chapter 29 shall be adjudicated in accordance with AHCCCS Rules, A.R.S. §36-2901 et seq. (for Acute) and A.R.S. §36-2931 et seq. for (ALTCS).
13. Encounter Data Requirement If the Contractor does not bill the Area Agency (e.g., Contractor is capitated), the Contractor shall submit encounter data to the Area Agency in a form, acceptable to AHCCCS.
14. Evaluation of Quality, Appropriateness, or Timeliness of Services AHCCCS or the U.S. Department of Health and Human Services may evaluate, through inspection or other means, the quality, appropriateness or timeliness of services performed under this subcontract.
15. Fraud and Abuse If the Contractor discovers, or is made aware, that an incident of suspected fraud or abuse has occurred (related to business operations, not related to client / participant fraud or abuse), the Contractor shall report the incident to the Area Agency and to AHCCCS Office of Inspector General immediately within one business day and to the ALTCS Agency. All other incidents of potential fraud should be reported to the Area Agency.
16. General Indemnification To the extent permitted by law the parties to this contract agree that AHCCCS shall be indemnified and held harmless by the Area Agency and Contractor for the vicarious liability of AHCCCS as a result of entering into this contract. However, the parties further agree that AHCCCS shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence. Contractor shall provide training staff regarding fraud, waste, and abuse of contracted services and funds.
17. Insurance The Contractor shall maintain for the duration of this subcontract a policy or policies of professional liability insurance, comprehensive general liability insurance and automobile liability insurance in amounts that meet **ADES Special Terms and Conditions section 26.0 Indemnification and Insurance**. The Contractor agrees that any insurance protection required by this contract, or otherwise obtained by the Contractor, shall not limit the responsibility of Contractor to indemnify, keep and save harmless and defend the State and AHCCCS, their agents, officers and employees as provided herein. Furthermore, the Contractor shall be fully responsible for all tax obligations, Worker's Compensation Insurance, and all other applicable insurance coverage, for itself and its employees, and AHCCCS shall have no responsibility or liability for any such taxes or insurance coverage. (45 CFR Part 74) The requirement for Worker's Compensation Insurance does not apply when a Contractor is exempt under A.R.S. §23-901, and when such Contractor executes the appropriate waiver (Sole Proprietor/ Independent Contractor) form to Area Agency. *[This provision applies only if the Contractor provides services directly to AHCCCS members]*
18. Limitations on Billing and Collection Practices Except as provided in federal and state law and regulations, the Contractor shall not bill, or attempt to collect payment from a person who was AHCCCS eligible at the time the covered service(s) were rendered, or from the financially responsible relative or representative for covered services that were paid or could have been paid by the System. This limitation does not prevent the Contractor from engaging in additional services to the client that are specifically requested by the client or from the financially responsible relative or representative for covered services. Contractor must first submit notification to the ALTCS Agency representative of the eligible member and document such notification and the confirmation from the representative. For only these additional services may the Contractor bill, collect, or attempt to collect payment from persons herein identified.
19. Maintenance of Requirements to do Business and Provide Services The Subcontractor shall be registered with AHCCCS through and in cooperation with the Area Agency and shall obtain and maintain all licenses, permits and authority necessary to do business and render service under this subcontract and, where applicable, shall comply with all laws regarding safety, unemployment insurance, disability insurance and worker's compensation.
20. Non-Discrimination The Contractor shall comply with State Executive Order No. 99-4, which mandates that all persons, regardless of race, color, religion, gender, national origin, or political affiliation, shall have equal access to employment opportunities, and all other applicable Federal and state laws, rules and regulations, include the Americans with Disabilities Act and Title VI. The Contractor shall take positive action to ensure that applicants for employment, employees, and persons to whom it provides service are not discriminated against due to race, creed, color, religion, sex, national origin, or disability. (Federal regulations, State Executive Order #99-4)
21. Prior Authorization and Utilization Management The Area Agency and Contractor shall develop, maintain and use a system for Prior Authorization and Utilization Review that is consistent with AHCCCS Rules and the ALTCS Agency's policies.

22. Records Retention

- a. The Contractor shall maintain books and records relating to covered services and expenditures including reports to AHCCCS and working papers used in the preparation of reports to AHCCCS. The Contractor shall comply with all specifications for record keeping established by AHCCCS. All books and records shall be maintained to the extent and in such detail as required by AHCCCS Rules and Policies. Records shall include but not be limited to financial statements, records relating to the quality of care, medical records, prescription files, and other records specified by AHCCCS.
- b. The Contractor agrees to make available at its office at all reasonable times during the term of this contract and the period set forth in the following paragraphs, any of its records for inspection, audit, or reproduction by any authorized representative of AHCCCS, state, or federal government.
- c. The Contractor shall preserve and make available all records for a period of five (5) years from the date of final payment under this contract unless a longer period of time is required by law. For retention of patient medical records, the Contractor shall ensure compliance with A.R.S. §12-2297 which provides, in part that a health care provider shall retain patient medical records according to the following:
 1. If the patient is an adult, the Contractor shall retain the patient medical records for at least six (6) years after the last date the adult patient received medical or health care services from the Contractor.
 2. If the patient is under eighteen (18) years of age, the provider shall retain the patient medical records either for at least three years after the child's eighteenth birthday or for at least six years after the last date the child received medical or health care services from the Contractor, whichever date occurs later.
 3. In addition, the Contractor shall comply with the record retention periods specified in the HIPAA laws and regulations, including, but not limited to, 45 CFR 164.530(j)(2).
- d. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five (5) years from the date of any such termination. Records which relate to grievances, disputes, litigation or the settlement of claims arising out of the performance of this contract, or costs and expenses of this contract to which exception has been taken by AHCCCS, shall be retained by the Contractor for a period of five (5) years after the date of final disposition or resolution thereof unless a longer period of time is required by law. (45 CFR 74.53; 42 CFR 431.17; ARS §41-2548)

23. Severability If any provision of these standard contract terms and conditions is held invalid or unenforceable, the remaining provisions shall continue valid and enforceable to the full extent permitted by law.

24. Standards of Conduct The Contractor will perform services for ALTCS members consistent with the proper and required practice of medicine including requirements within this contract and must adhere to the customary rules of ethics and conduct of its appropriate professional organization including, but not limited to, the American Medical Association and other national and state boards and associations or health care professionals to which they are subject to licensing, certification, and control.

25. Subjection of Subcontract Contractor may not engage in a subcontract for Area Agency services without prior written consent from the Area Agency. The terms of any subcontract shall be subject to the applicable material terms and conditions of the contract existing between the Contractor and Area Agency and AHCCCS for the provision of covered services.

26. Termination of Contract Area Agency may, by written notice to the Contractor, terminate this contract if it is found, after notice and hearing by the Area Agency and/or State, that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the State with a view towards securing a contract or securing favorable treatment with respect to the awarding, amending or the making of any determinations with respect to the performance of the Contractor; provided, that the existence of the facts upon which the Area Agency and/or State makes such findings shall be in issue and may be reviewed in any competent court. If the contract is terminated under this section, unless the Contractor is a governmental agency, instrumentality or subdivision thereof, Area Agency and/or AHCCCS shall be entitled to a penalty, in addition to any other damages to which it may be entitled by law, and to exemplary damages in the amount of three times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee. [AAC R2-5-501; ARS §41-2616 C.; 42 CFR 434.6,a.(6)]

27. Voidability of Contract This contract is voidable and subject to immediate termination by Area Agency upon the Contractor becoming insolvent or filing proceedings in bankruptcy or reorganization under the United States Code, or upon assignment or delegation of the contract without Area Agency's prior written approval.

28. Warranty of Services The Contractor, by execution of this contract, warrants that it has the ability, authority, skill, expertise and capacity to perform the services specified in this contract.

Scope of Work

Arizona Department of Economic Security (DES) – Area Agencies on Aging

16.0 CONGREGATE MEALS

16.1 Purpose Statement

16.1.1 The service helps to increase the nutrient intake of participants to prevent or reduce the risk of chronic diseases, preserve and promote health, and improve nutritional status.

16.2 Service Description

16.2.1 Taxonomy Definition - A service that provides for a nutritious meal containing at least one-third (1/3) of the Recommended Dietary Allowance for an individual in a congregate setting.

16.2.2 Service Description: Congregate nutrition services:

1. Provide for meal planning, preparation and service.
2. Provide staff training, nutrition education and social interaction.
3. Link individuals with community-based services and provide resources for physical and health interventions, where available.

16.2.3 The Older Americans Act as amended in 2006 adopted one-third (1/3) of Dietary Reference Intakes as the meal standard.

16.2.4 Eligibility Requirements – The Contractor shall provide services to individuals that meet the eligibility requirements described in Chapter 3000, of the Division of Aging and Adult Services (DAAS) Policy and Procedure Manual, as may be amended.

16.3 Service Requirements – The Contractor shall provide:

16.3.1 Menu Planning

1. Develop cycle menus to be used on a semi-annual basis (every six (6) months). A cycle menu is a six or more week menu that will be rotated throughout the period.
2. Keep menus for audit inspection for at least one (1) year after the meals have been served. Menus shall also be kept for at least one (1) year at the meal preparation site and the location where the meal was served.
3. Utilize a mechanism to solicit the advice and expertise of:
 - a) A dietitian or other individual meeting the requirements in Section 17.4;
 - b) Meal participants; and
 - c) Other individuals knowledgeable of the needs of older individuals as stated in DAAS Policy and Procedure Manual, Chapter 3000.
4. Compose menus in English as well as the dominant language or languages of the participant group for each site.
5. Incorporate ethnic and cultural preferences of participants when planning menus.
 - a) Plan menus that reduce the frequent use of foods high in sugar, salt, and saturated fats.
 - b) Plan menus considering the availability of foods during seasons when they are most plentiful.
 - c) Plan, prepare, provide and serve meals in accordance with the ADES, DAAS “Nutrition, Food Service, and Wellness Manual as amended.
 - d) Require that each meal contains at least one-third (1/3) of the current Dietary Reference Intakes for nutrients as may be amended, as established by the Food and Nutrition Board of the National Academy of Science – National Research Council.
 - i. Each meal must contain a specified number of calories as defined in DAAS policies and procedures.
 - ii. Plan the menu with a majority (≥ 80%) as hot meals.
 - iii. Cold meals may be planned, such as once a week during the summer, to add variety to the menu such as chef salad, sub sandwich or deli plate.
6. Submit menus per the DAAS Policy and Procedures Manual, as may be amended on an ADES or contractor’s standardized menu form and secure the approval of a Registered Dietitian (R.D.), Nutritionist, Dietetic Technician Registered (DTR), or Certified Dietary Manager (CDM) prior to using the menu.
 - a) The R.D., Nutritionist, DTR, or CDM shall verify menu by computerized nutritional analysis of at least one (1) meal per week of the menu cycle and adherence to menu requirements in the ADES, DAAS “Nutrition, Food Service, and Wellness Manual” and as may be amended.

16.3.2

Meal Preparation and Service

1. Prepare and serve congregate meals in compliance with all municipal, county, state, tribal, and federal requirements related to the food service operation.
2. Prepare or arrange for preparation and service of meals and adhere to approved menus as written.
 - b) Substitutions shall be made when ingredient is unavailable. Shall be selected from the same food group, for example, one-half (1/2) cup carrots for one-half (1/2) cup green beans.
 - c) Substitution menus for holidays and special occasions must meet menu requirements as listed in 17.3.1.
 - d) All substitutions shall be documented on the approved menu for site review.
3. Purchase and receive food contributions only from an approved source, such as grocery stores and food vendors. The following shall not be used: cans which are bulging, dented, leaking, rusty, or which spurt liquid when opened; food with an off-odor; food which shows signs of mold; food prepared or canned in the home.
4. Prepare and serve meals for persons needing diabetic or sodium-restricted diets, etc. (when appropriate and feasible) with written approval from the individual's physician, e.g., diet order. All special diet menus shall be approved by a Registered Dietitian or Nutritionist.
5. Maintain a distinct and physical separation between dining areas and food preparation areas.
6. Use facilities and equipment that are suitable and accessible for individuals who are functionally limited when providing congregate meals.
7. Allow adequate aisle space between tables for the use of wheelchairs, or to allow persons with canes or other support devices to walk with ease and safety.
8. Post menus at the site at least one (1) week in advance of the start of the menu. Site location shall be clearly accessible and visible to individuals attending the congregate meals site.
9. Obtain the individual's signature and date for each meal served and maintain the signatures in a central file, or contractor staff shall certify the individuals and dates for which each meal was served and maintain the certification in a central file.
10. Document the number of meals provided each month at each location.
11. Review food service expenditures annually in order to further cost-effective management of expenses.
12. Develop and implement an emergency meal plan to be used when a meal cannot be prepared or becomes unsuitable for consumption. This includes a one-day emergency menu with existing supplies for implementation.
13. Provide the opportunity for participants to contribute towards the cost of the meal in accordance with the DAAS Policy and Procedure Manual Chapter 3000, Section 3200, as may be amended.

16.3.3

Staff Training

1. Provide on-going food safety and sanitation training for all food service personnel according to the local county health department in which the site is located to include at a minimum, but not limited to: personal hygiene, proper attire for food service workers, cleaning and sanitizing, correct use of gloves, proper hot and cold food temperatures, proper use of a thermometer, food delivery procedures and correct disposal and/or storage of left-overs. All new food service personnel shall initially receive this training within the first month of employment.
2. Require that all food handlers pass a course provided by a certified trainer in food safety and sanitation within one (1) month of employment. The site manager or the appropriate management staff shall have additional training such as ServSafe or another course approved by their County Health Department.
3. Document staff certification and training in personnel files.

16.3.4

Nutrition Education

1. Plan, develop, and implement a written nutrition education program that includes at least two (2) sessions/activities each quarter.
2. Nutrition education includes written materials, demonstrations, audio-visual presentations, lectures, and small group discussions.
3. Nutrition education pertains to nutritionally related topics that are culturally sensitive such as: dietary guidelines for older adults, modified meals and chronic disease, food and drug interaction, physical fitness health information as it relates to nutrition, meal planning and preparation, budgeting, shopping, and sanitation.
4. Nutrition information is backed by credible research. Only materials from reputable sources shall

be used such as The Academy of Nutrition Dietetics, United States Department of Agriculture, United States Food and Drug Administration, National Institutes of Health, Centers for Disease Control, Administration on Aging, and the National Institute on Aging.

5. Publicly Post and advertise nutrition education sessions/activities in advance.
6. Require that each center/site develops and submits to the Contractor an outline of the proposed nutrition education program annually. Outlines are to be maintained and monitored for compliance.
7. Document the date, topic, name of presenter and the number of people who attended the nutrition education. Documentation to be retained for at least one (1) year at the center/site for annual audit purposes.
8. Require that every participant is given the Nutrition Screening Checklist initially, and annually thereafter.
 - a) Those at high nutritional risk with a score of six (6) or higher are referred to a healthcare professional for nutrition-related counseling.

16.3.5 **Social Interaction**

1. Provide activities that encourage social interaction, e.g., recreation and group activities in concert with meals provided.
2. Establish and maintain project/site councils comprised of attendees to provide input on activities and meals.

16.3.6 **Site Monitoring**

1. Monitor on an annual basis the centers/sites for compliance to the ADES requirements.
2. Establish timeframes (not to exceed 30 days) for centers/sites to respond to monitoring reports and to initiate corrective actions.
3. Conduct timely monitoring to verify completion of corrective actions taken by centers/sites.

16.4 **Licensure/Certification Requirements**

16.4.1 Registered Dietitians and Registered Dietetic Technicians must meet the requirements for membership in the Academy of Nutrition Dietetics American Dietetic Association, have successfully completed the examination for registration, and meet continuing education requirements.

16.4.2 Nutritionists must hold a Bachelor's or Master's degree in food and nutrition.

16.4.3 Certified Dietary Managers must meet the requirements for certification as identified by the Certifying Board of Dietary Managers of the Dietary Managers Association, are in good standing with the Board, and meet continuing education requirements.

16.4.4 All food handlers shall be certified in food safety and sanitation within one (1) month of employment
Site manager or the appropriate management staff shall have an additional certification such as ServSafe or another course approved by their County Health Department.

16.5 **Reporting Unit**

16.5.1 One (1) unit of service equals one (1) meal.

CONGREGATE MEALS

1. SERVICE DESCRIPTION
 - a. To provide for delivery of congregate meals.
2. STAFFING REQUIREMENTS
 - a. Newly hired staff or volunteers must submit three references (not more than one reference can be a family member).
 - b. Ongoing training shall be provided for persons providing congregate meals. Training shall be conducted prior to the person performing the service on their own. Training must minimally include:
 1. Require that all food handlers pass a course approved by the Maricopa County Health Department within one month of employment. The site manager shall have additional training such as ServSafe or other courses approved by the Maricopa County Health Department.
 2. Document staff certification and training in personnel files.
3. CLIENT CONTRIBUTION POLICIES
 - a. All eligible clients shall be provided the opportunity to contribute toward the cost of service.
 - b. Clients shall be informed of their right to contribute toward the service as well as their right to obtain the services if unable to contribute.
 - c. Suggested contribution rates shall be developed by the Contractor through the site council or a participant body and reviewed annually. Any suggested contribution shall not imply a charge.
 - d. Any method or combination of methods for clients to contribute must allow for a free and voluntary contribution, protect the privacy and confidentiality of each client with respect to his/her contribution, and be readily accessible to any client during service delivery or by mail.
 - e. Written guidelines and procedures for collections, handling, counting and depositing of contributions shall follow generally accepted accounting principles.
 - f. Contributions toward the service shall be used solely to maintain or expand the service and accounted for on the Area Agency on Aging monthly financial report.
4. REPORTING REQUIREMENTS

Contractor shall comply with all Area Agency policies, procedures, and directives regarding billing as follows:

 - a. All congregate meal operations must be conducted using the Area Agency electronic database.
 - b. Reports and documentation must be reported on a calendar month only as follows:
 - i. program reports completed by the 5th of each month.
 - ii. financial statement completed by the 10th of each month.
5. DEFINITION OF UNIT OF SERVICE
 - a. One unit of service equals one meal served to a client.

Scope of Work

Arizona Department of Economic Security (DES) – Area Agencies on Aging

22.0 HOME DELIVERED MEALS

22.1 Purpose Statement

22.1.1 The service helps increase the nutrient intake of older adults at nutrition risk and allow them to remain independent in their homes.

22.2 Service Description

22.2.1 Taxonomy Definition – A service that provides for a nutritious meal containing at least one-third (1/3) of the Recommended Dietary Allowance for an individual, delivered to his/her place of residence.

22.2.2 Home Delivered Meals is a case-managed service.

22.2.3 Provide older adults, in their home or place of residence, with nutritious meals that meet one-third (1/3) of the Dietary Reference Intakes.

22.2.4 Provide resources and options, when available, that allow older adults to remain independent in their homes and communities.

22.2.5 A “wellness check” is conducted at the time of the meal delivery to evaluate the general health and well-being of the meal recipient.

22.2.6 The service also provides for the opportunity for socialization.

22.2.7 Eligibility Requirements - The Contractor shall provide services to individuals that meet the eligibility requirements described in Chapter 3000, of the Division of Aging and Adult Services (DAAS) Policy and Procedure Manual, as may be amended.

22.3 Service Requirements – The Contractor shall provide:

22.3.1 Menu Planning

1. Develop cycle menus to be used on a semi-annual basis (every six (6) months). A cycle menu is a six (6) or more week menu that will be rotated throughout the period.
2. Maintain menus for audit inspection for at least one (1) year after the meals have been served. Menus shall also be kept for at least one (1) year at the meal preparation site and the location where the meal was served.

22.3.2 Utilize a mechanism to solicit the advice and expertise of:

1. Registered Dietitian (R.D.), Nutritionist, Dietetic Technician Registered (DTR), or Certified Dietary Manager (CDM)
2. Meal participants; and
3. Other individuals knowledgeable of the needs of older individuals as stated in DAAS Policy and Procedure Manual, Chapter 3000.

22.3.3 Compose menus in English as well as the dominant language or languages of the participant group for each site.

22.3.4 Incorporate ethnic and cultural preferences of participants when planning menus.

1. Plan menus that reduce the frequent use of foods high in sugar, salt, and saturated fats.
2. Plan menus considering the availability of foods during seasons when they are most plentiful.
3. Plan, prepare, provide and serve meals in accordance with the ADES, DAAS “Nutrition, Food Service, and Wellness Manual as amended.
4. Require that each meal contains at least one-third (1/3) of the current Dietary Reference Intakes for nutrients as may be amended, as established by the Food and Nutrition Board of the National Academy of Science – National Research Council.
 - a) Each meal must contain a specified number of calories as defined in DAAS policies and procedures;
 - b) Plan the menu with a majority ($\geq 80\%$) as hot meals; and
 - c) Cold meals may be planned, such as once a week during the summer, to add variety to the menu such as chef salad, sub sandwich or deli plate.
5. Submit menus per the DAAS Policy and Procedures Manual, as may be amended on an ADES or contractor’s standardized menu form and secure the approval of a Registered Dietitian (R.D.), Nutritionist, Dietetic Technician Registered (DTR), or Certified Dietary Manager (CDM) prior to using the menu.
 - d) The R.D., Nutritionist, DTR, or CDM shall verify menu by computerized nutritional analysis of at least one (1) meal per week of the menu cycle and adherence to menu requirements in the ADES, DAAS “Nutrition, Food Service, and Wellness Manual” and as may be

amended.

6. Annually review food service expenditures in order to further cost-effective management.
7. Develop and implement an emergency plan to be used when the meal cannot be prepared or becomes unsuitable for consumption. This includes a one-day emergency menu with supplies on hand for implementation.

22.3.5

Meal Preparation and Service

1. Provide a nutritious home delivered meal at least once a day, five (5) days a week except in rural areas where such frequency is not feasible, and as approved by the DAAS.
 - e) Prepare or arrange for preparation and service of meals and adhere to approved menus as written:
 - i. Substitutions shall be made when ingredient is unavailable. Shall be selected from the same food group, for example, one-half (1/2) cup carrots for one-half (1/2) cup green beans;
 - ii. Substitution menus for holidays and special occasions must meet menu requirements as listed in 17.3.1; and
 - iii. All substitutions shall be documented on the approved menu for site review.
 - f) Purchase and receive food contributions only from an approved source, such as grocery stores and food vendors. The following shall not be used: cans which are bulging, dented, leaking, rusty, or which spurt liquid when opened; food with an off-odor; food which shows signs of mold; food prepared or canned in the home.
 - g) Prepare and deliver meals in compliance with all local, county, state, and federal regulations and requirements for food service.
 - h) Prepare and serve meals for persons needing diabetic or sodium-restricted diets, etc. (when appropriate and feasible) with written approval from the individual's physician, e.g., diet order. All special diet menus shall be approved by a Registered Dietitian or Nutritionist.
 - i) Provide menus to eligible client at least one (1) week in advance of the start of the menu. Site location shall be clearly accessible and visible to individuals attending the congregate meals site.
 - j) Obtain the individual's signature and date for each meal served and maintain the signatures in a central file, or contractor staff shall certify the individuals and dates for which each meal was served and maintain the certification in a central file.
 - k) Document the number of meals provided each month at each location.
 - l) Review food service expenditures annually in order to further cost-effective management of expenses.
 - m) Develop and implement an emergency meal plan to be used when a meal cannot be prepared or becomes unsuitable for consumption. This includes a one-day emergency menu with existing supplies for implementation.
 - n) Provide the opportunity for participants to contribute towards the cost of the meal in accordance with the DAAS Policy and Procedure Manual Chapter 3000, as may be amended.

22.3.6

Delivery Requirements

1. Package and deliver meals in a safe and sanitary manner.
2. Meals are to be hand-delivered directly to the eligible client unless an exception has been made and is documented in the client's case file.
3. Provide each new participant with a current week's menu and provide on-going individuals with a copy of the menu at least one (1) week in advance.
4. Obtain the individual's authorized signature and date for each meal delivered and maintain the signatures in a central file.
5. Maintain record/log of the number of meals delivered each month to each individual.
6. If more than one (1) frozen meal is received per delivery per individual, document reason for multiple meals delivery in the individual's case record.
7. It is verified and documented in the case record that the individual has the facilities to properly store and prepare frozen meal(s).

22.3.7

Wellness Check

1. Assess general mental and physical health status ("wellness check") of the individual at the time of meal delivery; and
2. Refer to Case Manager all individuals for appropriate action who present additional medical or social problems during the course of service delivery.

22.3.8

Staff Training

1. Provide on-going food safety and sanitation training for all food service personnel according to the

local county health department in which the site is located to include at a minimum, but not limited to: personal hygiene, proper attire for food service workers, cleaning and sanitizing, correct use of gloves, proper hot and cold food temperatures, proper use of a thermometer, food delivery procedures and correct disposal and/or storage of left-overs. All new food service personnel shall initially receive this training within the first month of employment.

2. Require that all food handlers pass a course provided by a certified trainer in food safety and sanitation within one (1) month of employment. The site manager or the appropriate management staff shall have additional training such as ServSafe or another course approved by their County Health Department.
3. Document staff certification and training in personnel files.
4. Provide training on a quarterly basis to persons preparing and delivering meals. Training is encouraged in the areas of food safety and sanitation, storage, food preparation and service, cost effective management, purchasing, menu planning, equipment operation and safety.
5. Train meal delivery staff in Wellness Check evaluations on communication and observation skills necessary to evaluate an individual's general mental and physical status at the time of meal delivery.
6. Document staff certification and training in personnel files.

22.3.9

Nutrition Education

1. Provide to home delivered meal individuals printed nutrition education materials two (2) times per quarter.
2. Plan, develop, and implement a written nutrition education program that includes at least two (2) handouts each quarter, and that pertain to nutritionally related topics that are culturally sensitive such as, but not limited to:
 - a) Dietary guidelines for older adults;
 - b) Modified meals and chronic disease;
 - c) Food and drug interaction;
 - d) Physical fitness health information as it relates to nutrition;
 - e) Meal planning and preparation;
 - f) Budgeting, shopping; and
 - g) Sanitation.
3. Nutritional information provided to individuals shall be backed by credible research, such as but limited to: The Academy of Nutrition Dietetics, United State Department of Agriculture, United States Food and Drug Administration, National Institutes of Health, Centers for Disease Control, Administration for Community Living, and the National Institute on Aging.

22.4

Licensure/Certification Requirements

22.4.1

Registered Dietitians and Registered Dietetic Technicians must meet the requirements for membership in the Academy of Nutrition Dietetics, have successfully completed the examination for registration, and meet continuing education requirements.

22.4.2

Nutritionists must hold a Bachelor's or Master's degree in food and nutrition.

22.4.3

Certified Dietary Managers must meet the requirements for certification as identified by the Certifying Board of Dietary Managers of the Dietary Managers Association and meet continuing education requirements and are in good standing with the Board.

22.4.4

All food handlers shall be certified in food safety and sanitation within one (1) month of employment. Site manager or the appropriate management staff shall have an additional certification such as ServSafe or another course approved by their County Health Department.

22.4.5

Valid and current state Driver's License for delivery drivers shall be maintained.

22.5

Reporting Unit

22.5.1

One (1) unit of service equals one (1) meal.

HOME DELIVERED MEALS

1. ADDITIONAL SERVICE DESCRIPTION

- a. To provide for delivery of home delivered meals.
- b. Home delivered meals are a case managed service such that services under this contract are specific to Area Agency designated case management client referrals.
- c. Within the parameters of the contract, contractor may only serve clients authorized by Area Agency designated case management agencies.
- d. Assessments of clients need for meals shall be the sole responsibility of case management.
- e. Annual Nutrition Screening Survey shall be the sole responsibility of case management.

2. STAFFING AND VEHICLE REQUIREMENTS

- a. The vehicle in which meal delivery is provided must have valid license plates and, at a minimum, the State of Arizona required level of liability insurance.
- b. Individuals conducting the delivery must be a minimum of eighteen (18) years of age and shall carry agency identification badge. Persons under the age of eighteen may assist with the delivery process if accompanied and supervised by a designated person over the age of eighteen.
- c. Individuals driving an Area Agency vehicle must have a clean MVD history.
- d. Newly hired staff or volunteers must submit three references (not more than one reference can be a family member).
- e. Training shall be provided for persons delivering home delivered meals. Training shall be conducted prior to the person performing the delivery on their own. Training must minimally include:
 - 1. social needs of the homebound client.
 - 2. development of observation of skills necessary to detect changes in client functioning or status.
 - 3. appropriate methods of interacting with homebound clients.
 - 4. appropriate responses to client medical emergencies.
 - 5. methods of reporting changes in client's physical/mental status.
 - 6. methods for reporting barriers to service delivery.
 - 7. contribution procedures to ensure availability for clients to contribute and ensure confidentiality for all contributors.

3. SERVICE DELIVERY

- a. A review must be conducted at least quarterly by supervising staff of the client status, routes (including time and distance), delivery specifications, compliance, and changes, and other home delivered meal services.
- b. Client signatures
 - i. All clients must sign for the receipt of each home delivered meal.
 - ii. If a client is regularly unable to sign his/her name, the Contractor must obtain written case manager authorization prior to denoting the client does not need to sign in Area Agency approved software. Case manager authorization should be updated with each new authorization.
 - iii. If a client is unable to sign his/her name, then an adult in the home must sign his/her name denoting acceptance of the meal on behalf of the client. In the absence of a person in the home, the delivery person may execute his/her initials and note why initials were necessary.
- c. Meal Delivery
 - i. Meals will be provided based on case management specific authorization as to day(s) per week and number of meals per day.
 - ii. A route sheet shall be used daily to document all clients' names, addresses, diet type, beverage, signature, and any special delivery instructions.
 - iii. Delivery of the meal must be made directly to the client.
 - iv. Delivery staff will allow for time in the home to inquire as to the well-being and health of the client.
 - 1. The delivery staff must report all changes in client's mental or physical status to the home delivered meal program staff.
 - 2. The home delivered meal program staff must document the report in the client's file and the client's case manager and/or the emergency contact person for follow up.
 - v. Meals not delivered during the scheduled delivery route must be disposed of at the end of the route.
- d. Non-Provision of Service
 - i. Non-provision of service occurs when a client does not receive a scheduled home delivered meal. All instances of non-provision of service must be fully documented in the client's case file and appropriate action taken with the client, case manager, and/or emergency contact.

4. CLIENT CONTRIBUTION POLICIES

- a. SAIL clients shall be provided the opportunity to contribute toward the cost of service.
- b. Clients shall be informed of their right to contribute toward the service as well as their right to obtain the services if unable to contribute.
- c. Suggested contribution rates shall be developed by the contractor through the site council or similar client-centered group and reviewed annually. Any suggested contribution shall not imply a charge.
- d. Any method or combination of methods for clients to contribute must allow for a free and voluntary contribution, protect the privacy and confidentiality of each client with respect to his/her contribution, and be readily accessible to any client during delivery or by mail.
- e. Written guidelines and procedures for collections, handling, counting and depositing of contributions shall follow generally accepted accounting principles.
- f. Contributions toward the service shall be used solely to maintain or expand the service and accounted for on the Area Agency on Aging monthly financial report.

5. REPORTING REQUIREMENTS

Contractor shall comply with all Area Agency policies, procedures, and directives regarding billing as follows:

- a. All home delivered meal operations must be conducted using the Area Agency electronic database.
- b. Reports and documentation must be reported on a calendar month only as follows:
 - i. Post all Home Delivered Meals by the 5th of each month.
 - ii. program reports by the 5th of each month.
 - iii. financial statement by the 10th of each month.

6. DEFINITION OF UNIT OF SERVICE

- a. One unit of service equals one meal delivered to an authorized client.

Scope of Work

Arizona Department of Economic Security (DES) – Area Agencies on Aging

29.0 MULTIPURPOSE CENTER OPERATIONS

29.1 **Purpose Statement**

29.1.1 The service is to help foster social, emotional, mental and physical well-being and reduce the social isolation of eligible individuals as well as providing beneficial intergenerational opportunities.

29.2 **Service Description**

29.2.1 **Taxonomy Definition** - A service that operates facilities and maintains activities necessary for the delivery of services.

29.2.2 Multipurpose centers are community facilities utilized for the organization and provision of a broad spectrum of services for older adults.

29.2.3 Activities and services are planned based on the participant's needs and preferences.

29.2.4 Centers provide:

1. An array of physical activities on a daily or weekly basis which may include but not limited to: chair exercises, aerobics, balance exercises, yoga, and Tai Chi;
2. Opportunities for socialization through group activities such as games, discussions, special events, crafts, and lectures;
3. Required nutrition education activities such as food demonstrations, guest speakers, discussions, and videos;
4. Other educational and recreational activities such as gardening, computer training, dancing;
5. Outreach to the community on the available programs and services; and
6. Assistance and information for available services such as housing, transportation, and legal services.

29.2.5 Centers that serve as nutrition sites provide meals that meet one-third (1/3) of the Dietary Reference Intakes.

29.2.6 **Eligibility Requirements** - The Contractor shall provide services to individuals that meet the eligibility requirements described Chapter 3100 of the DAAS Policy and Procedure Manual, as may be amended.

29.3 **Service Requirements – The Contractor shall provide:**

29.3.1 Operations:

1. Provide services to meet the cultural and language needs of those being served;
2. Employ bilingual staff in centers whose participants have limited English proficiency;
3. Maintain records (e.g., client participation, financial, staffing, activities);
4. Establish and post a donation/contribution policy for services;
5. Train staff on services related to older adults and those with disabilities including but not limited to cultural sensitivity, bullying, and discrimination;
6. Establish and maintain project/site councils;
7. Involve participants in program planning and implementation; and
8. Develop and distribute a monthly calendar of activities.

29.3.2 Information on available services:

1. Maintain and update a resource file of currently available services and resource referrals; and
2. Provide written and verbal information on the following as available: housing, transportation, legal services, governmental programs, physical and mental health related services, food assistance, financial assistance, support groups, residential repair, energy assistance, and other relevant information.

29.3.3 Referral and assistance in accessing the services:

1. Assess/determine the services needed by individuals and groups;
2. Contact agencies providing the identified services;
3. Provide/arrange for transportation of individuals and groups to services when necessary;
4. Provide or arrange for assistance when the individual is handicapped or has limited English abilities; and
5. Provide follow-up with individual and with agency providing service to ensure contact was made.

29.3.4 Outreach:

1. Conduct outreach to ensure the participation of economically and socially needy individuals and of minorities;
2. Provide written and verbal information to community groups on services available at the center and offered by other agencies; and
3. Conduct home visits to home-bound older adults and those with disabilities in the community to

- conduct wellness checks.
- 29.3.5 Education:
1. Provide educational opportunities that assist older individuals with their economic and personal needs including the following topics but not limited to consumer fraud and scams and continuing education, retirement and financial planning;
 2. Provide or arrange a variety of health promotion and disease prevention sessions designed to maintain and/or improve the physical and mental health status of older individuals;
 3. Provide written information on health promotion, disease prevention, mental and physical health to include home bound individuals;
 4. Develop and maintain on-going physical activity programs;
 5. Coordinate with local community resources to provide health screening and health risk assessments; and
 6. Provide training on the self-management of chronic conditions.
- 29.3.6 Volunteer Opportunities:
1. Designate a volunteer coordinator to provide relevant volunteer opportunities for older individuals;
 2. Implement a volunteer recruitment system;
 3. Provide job descriptions for volunteers; and
 4. Provide and document training for volunteers.
- 29.3.7 Recreational Activities:
1. Provide recreational activities appropriate to the physical and emotional needs of older individuals;
- 29.3.8 Intergenerational Programs:
1. Provide intergenerational programs of mutual benefit that includes input from all age groups involved.
- 29.4 **Licensure/Certification Requirements**
- 29.4.1 All facilities used for Multipurpose Center Operations shall comply with Federal, State and local laws regarding public facilities, fire and sanitary codes and licensures, as may be amended.
- 29.5 **Reporting Unit**
- 29.5.1 One (1) unit of service equals 60 minutes of service time.

Scope of Work

Arizona Department of Economic Security (DES) – Area Agencies on Aging

39.0 SOCIALIZATION AND RECREATION

39.1 **Purpose Statement**

39.1.1 This service promotes the improvement in social, emotional, mental and physical well-being of older adults.

39.2 **Service Description**

39.2.1 **Taxonomy Definition** - A service that promotes mentally and emotionally healthy interaction between participants and that may be organized around leisure activities.

39.2.2 This service is to increase or maintain the functional independence of the eligible individuals by providing purposeful activities appropriate to the participants' preferences and needs.

39.2.3 Preferences and needs of the individuals, as well as the group, are evaluated and activities are planned accordingly.

39.2.4 Services include a variety of individual and group activities such as but not limited to:

1. Physical such as exercises, Tai Chi, yoga, dancing, and walking;
2. Developmental such as writing, drawing, reading, crafting, and painting;
3. Emotional such as support groups and discussions;
4. Cognitive such as games, and puzzles that promote memory and thinking; and
5. Social such as group events (e.g., singing, dancing, trips to museums, theater, and parks).

39.3 **Service Requirements – The Contractor shall provide the following:**

39.3.1 Assess the preferences and needs of the participants individually and/or as a group.

39.3.2 Develop and implement an activity plan in collaboration with the program participants.

39.3.3 Establish and maintain working relationships with community resources.

39.3.4 Utilize community resources for the provision of services.

39.3.5 Provide training and instructional techniques to encourage participation in program activities and to help individuals to independently choose and perform a variety of social and recreation activities.

39.3.6 Actively enlist participation in the service.

39.3.7 Provide a variety of recreational and social activities.

39.3.8 Document activities in which the individual participated.

39.3.9 Providing training to paid and volunteer staff.

39.3.10 Establish and maintain Project/Site Councils.

39.4 **Reporting Unit**

39.4.1 One (1) unit of service equals 60 minutes of staff time.

**MULTIPURPOSE CENTER OPERATION
SOCIALIZATION & RECREATION**

1. SERVICE STANDARDS

Contractor shall comply with the following minimum standards:

- a. Health Promotion
Conduct a minimum of two (2) health promotion activities per month that may include (but not be limited to) health screening, disease information, nutrition education, home safety, and education sessions that will emphasize the benefits of physical exercise and activity.
- b. Exercise
Conduct a minimum of two (2) exercise classes per week. Exercise classes should be geared to a variety of skill levels to encourage participation from as many participants as possible.
- c. Staffing
Newly hired staff or volunteers must submit three references (not more than one reference can be a family member).

2. SERVICE REQUIREMENTS FOR SOCIALIZATION AND RECREATION

Contractor will comply with all of the services as outlined in the Arizona DES Scope of Work.

3. ADDITIONAL REPORTING UNIT DEFINITIONS

Area Agency recognizes two forms of units for this service:

- a. Activity: a unit shall be one activity in the categories of health promotion and exercise.
- b. Staff hour: the staff reporting time is limited to the following categories:
 - i. program planning.
 - ii. conducting activities.
 - iii. providing social services.
 - iv. conducting outreach.
 - v. volunteer coordination to include recruitment, supervision, recognition.
 - vi. staff training provided to contractor staff / volunteers.
 - vii. continuing education for staff / volunteers.

For reporting, a program may combine staff hours and activity hours for total units.

4. REPORTING REQUIREMENTS

Contractor shall comply with all Area Agency policies, procedures, and directives regarding billing as follows:

- a. all health promotion and exercise sessions must be reported using the Area Agency electronic database.
- b. reports and documentation must be reported as follows:
 - i. program report for activities completed by the 5th of each month.
 - ii. program report for MCO units completed by the 5th of each month.
 - iii. financial statement completed by the 10th of each month.

Scope of Work

Arizona Department of Economic Security (DES) – Area Agencies on Aging

20.0 GENERAL TRANSPORTATION

20.1 Purpose Statement

The service helps to assist individuals 60 years of age or older and/or individuals with disabilities to maintain their independence and avoid costly and unnecessary placement in a care facility by providing access to services.

20.2 Service Description

20.2.1 Taxonomy Definition - A service that provides or assists in obtaining various types of transportation for specific needs.

20.2.2 The service includes the arrangement and/or provision of transportation services which may include the use of a car, bus or van.

20.2.3 Under the Family Caregiver Support Program, the service is provided as a supplemental service, on a limited basis, to complement the care provided by the caregiver.

20.2.4 Senior center participants may be transported from their place of residence to the center and returned to their residence; they may also be transported to appointments or other community services such as shopping.

20.2.5 Services may include the transport of eligible groups of individuals to activities such as recreational, educational or community events.

20.2.6 Eligibility Requirements – The Contractor shall provide services to individuals and caregivers who meet the eligibility requirements described in Chapter 3000 of the DAAS Policy and Procedure Manual, as may be amended.

20.3 Service Requirements - The Contractor shall:

20.3.1 Require that the vehicles used are constructed specifically for the transportation of persons. All seats are securely fastened to the body of the vehicle, individuals are properly seated when the vehicle is in operation, and individuals utilize seatbelts.

20.3.2 Require the availability and use of vehicles that are wheelchair accessible for those individuals who are wheelchair bound.

20.3.3 Require that vehicles used for the transportation of individuals meet federal, state and local safety and maintenance standards.

1. Maintain logs of maintenance completed on all vehicles used for the transportation of individuals.

20.3.4 Require that drivers have and carry a valid driver's license.

20.3.5 Provide driver training that includes instructing how to assist individuals to safely enter and exit vehicles, handle road emergencies, safe driving, defensive driving, and disease specific information (e.g., Alzheimer's, Parkinson's, and Diabetes).

20.3.6 Protect the individual's safety while using this service.

20.3.7 Provide information to individuals on accessing the transportation service.

20.3.8 Arrange transportation for individuals:

1. Make arrangements for transportation through public or private transportation providers; and
2. Determine with the individual and/or significant others, a plan for providing transportation

20.3.9 Provide transportation for individuals:

1. Transport individuals from one (1) location to another. (This includes traveling to and from designated locations to pick up or drop off individuals.);
2. Require that drivers are physically capable to assist the individual with entering and exiting the vehicles as needed, and securing them safely within the vehicle;
3. Provide transportation to individuals with a physical disability in a vehicle adapted to their needs;
4. Record and maintain services delivered to each individual; and
5. Adhere to time schedules.

20.4 Licensure/Certification Requirements

20.4.1 Require that individuals providing transportation are at least 18 years of age and possess valid Arizona Operator's or Commercial Driver's License.

21.1.1 Utilize vehicles which have a valid Arizona license plate and pass emissions standards at a minimum and have insurance coverage.

21.1.2 Require that individuals providing transportation services have the expertise in safety standards to perform their tasks which includes training in CPR and first aid.

21.1.3 Require drivers to pass a physical prior to providing transportation service to individuals and pass a physical at least every two (2) years thereafter.

20.5 Reporting Unit

21.1.4 One (1) unit of service equals one (1) trip per person one (1) way.

CITIZEN TRANSPORTATION – SENIOR CENTERS

1. SERVICE DESCRIPTION / GOAL

This service provides or assists eligible participants in obtaining transportation.

2. ADDITIONAL STANDARDS / LICENSURE REQUIREMENTS

The Contractor shall comply with the following standards and/or licensure requirements:

- a. the vehicle shall be basically constructed for the transportation of persons. All seats shall be securely fastened to the body of the vehicle and individuals shall be properly seated when the vehicle is in operation. The vehicle must have seat belts installed and provide seat belt extenders as needed. Seat belts must be used by driver and passengers.
- b. newly hired staff or volunteers must submit three references (not more than one reference can be a family member).
- c. individuals driving Area Agency vehicles or transporting Area Agency clients must have a clean MVD history.
- d. staff/volunteers shall be trained in the following areas:
 - i. CPR and first aid.
 - ii. full vehicle equipment and operation training including optional manual over-rides on any equipment.
 - iii. appropriate methods of interacting with clients and observation techniques to detect changes in health and welfare.
 - iv. response protocol for emergency or urgent situations.
 - v. contribution procedures to ensure availability for clients to contribute and ensure confidentiality for all contributors.
- e. annually the contractor shall submit the boundaries for service.
- f. service will be available to eligible riders to coincide with senior centers within the service area. The Area Agency on Aging reserves the right to change the hours of service with thirty (30) days written notice.
- g. client eligibility shall consist of persons age sixty (60) or older, the spouse of a person age sixty (60) or over, or a person who is under sixty (60) who is disabled.
- h. the drivers/aides are required to use the highest degree of care with the operation of equipment and assistance of riders. Each of the contractor's drivers must provide assistance to passengers who need help going to/from the vehicle and home or senior center. Contractor may limit the number of bags or packages which passengers may have on board. Drivers will assist passengers with the packages from portal to portal, if necessary.
- i. the maximum in-vehicle ride time for riders is forty (40) minutes. This assumes that the driver is transporting more than one rider.
- j. all drivers/aides in the program must carry agency identification and practice good hygiene and are required to be neat, clean and well groomed.
- k. all drivers are required complete a physical prior to beginning the job and every two years thereafter.
- l. all equipment used in the program must be kept clean.
- m. the contractor must provide communications equipment for every vehicle used in the provision of this service.
- n. smoking, expectorating, eating, and drinking alcoholic beverages by drivers or passengers while on board any vehicle providing service for this program is prohibited.
- o. contractor shall assure that all federal, state, and local laws, regulations, ordinances, licenses, and inspections governing vehicles in this service are in compliance before service is begun and at all times covered by the period of this contract.
- p. vehicle maintenance:
 - i. contractors are expected to maintain their vehicles in good working condition. Area Agency reserves the right to inspect vehicles to ensure their safety, and to immediately remove from the program any vehicle it deems unsafe until necessary corrections are made.
 - ii. vehicles to be used in providing services under the Area Agency contract may be inspected prior to awarding of the contract.
 - iii. vans and buses should be equipped with comfortable sized steps, grab bars, and seat belt extenders for added safety to senior citizen passengers.

3. CLIENT CONTRIBUTION POLICIES

- a. Clients shall be provided the opportunity to contribute toward the cost of service.
- b. Clients shall be informed of their right to contribute toward the service as well as their right to obtain the services if unable to contribute.
- c. Suggested contribution rates may be developed by the contractor. Any suggested contribution shall not imply a charge.

- d. Any method or combination of methods must allow for a free and voluntary contribution, protect the privacy and confidentiality of each client with respect to his/her contribution, and be readily accessible to any client who chooses to make a contribution.
- e. Written guidelines and procedures for collections, handling, counting and depositing of contributions shall be developed. These procedures shall follow generally accepted accounting principles.
- f. Contributions toward the service shall be used solely to maintain or expand the service and accounted for on the Area Agency monthly financial report.
- g. Contractors shall be monitored on their effort in collecting contributions.

4. REPORTING REQUIREMENTS

Contractor shall comply with all Area Agency policies, procedures, and directives regarding billing as follows:

- a. All transportation operations must be conducted using the Area Agency electronic database.
- b. reports and documentation must be reported as follows:
 - i. program report by the 5th of each month.
 - ii. financial statement by the 10th of each month.

5. DEFINITION OF UNIT OF SERVICE

- a. One unit of service equals one trip per person one way.

FACILITY LOCATION CHART

Contract services shall be delivered only at facilities and locations specified below and will be available during the hours and days of operation indicated:

Town of Gila Bend

Site Name, Address, Phone#, Fax#	Subcontract	Contracted Services by Site	Days and Hours of Operation by Site	Geographic Area or PSA to be Served
Tolleson Senior Center, 9055 W. Van Buren St. Tolleson, AZ 85353, 623-936-2760	☐	Congregate Meals; Home Delivered Meals; Multicenter Operations; Transportation	Monday-Wednesday 7:30am-7:00pm Thursday-Friday 7:30am-5:00pm Saturday 9:00am-5:00pm	PSA2 Tolleson I-10 North ¼ Mile South of Lower Buckeye Rd. 107th Ave-West 83rd Ave-East
Click or tap here to enter text.	☐			
Click or tap here to enter text.	☐	Click or tap here to enter text.	Click or tap here to enter text.	Click or tap here to enter text.

HOLIDAY OBSERVANCES

A ☒ indicates the **HOLIDAYS** that the facility(s) listed above will not be open:

☒ New Year's Day	☒ Juneteenth	☒ Veteran's Day	☒ Other: 12-22/Christmas Break
☒ Martin Luther King Jr's	☒ Independence Day	☒ Thanksgiving Day	☒ Other: 12-23 Christmas Break
☒ President's Day	☐ Rosh Hashanah	☒ Day after Thanksgiving	☒ Other: 12-26 Christmas Break
☒ Cesar Chavez Day	☒ Labor Day	☒ Christmas Eve	☐ Other: Type here
☐ Good Friday	☐ Yom Kippur	☒ Christmas Day	☐ Other: Type here
☒ Memorial Day	☐ Columbus Day	☐ New Year's Eve	☐ Other: Type here

CERTIFICATE REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CITY OF TOLLESON

Signature and Date

Reyes Medrano Jr., City Manager

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY,
AND VOLUNTARY EXCLUSION
Lower tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549-Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 28, 1988 Federal Register (pages 19160 - 19211).

1. By signing this certificate, the prospective recipient of federal assistance funds certifies that neither it nor its principals are presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by an Federal department or Agency.
2. Contractor is providing the certification as set out below.
3. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
4. The prospective recipient of federal assistance funds shall provide immediate written notice to the Area Agency President/CEO if at any time the prospective recipient of federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
6. The prospective recipient of federal assistance funds agrees by signing this certification, that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Labor (DOL).
7. The prospective recipient of federal assistance funds further agrees by signing this certification that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-Procurement Programs.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the DOL may pursue available remedies including suspension and/or debarment.

CITY OF TOLLESON

Signature and Date

Reyes Medrano Jr., City Manager

EXHIBIT A

AAA-1344A FORENG (8-21)

ARIZONA DEPARTMENT OF ECONOMIC SECURITY Division of Aging and Adult Services

DIRECT SERVICE POSITION

You have applied for a position that provides direct services to children or vulnerable adults. Arizona Revised Statutes (ARS § 8-804.1) require you to certify, under penalty of perjury, whether an allegation of abuse or neglect was made against you and was substantiated. If your certification does not indicate a current investigation or a substantiated report of abuse or neglect, your employer may permit you to provide direct services pending the findings of a Central Registry Background Check by the Division of Aging and Adult Services. Your employer is required to keep this form and all information provided on it as confidential.

Name (Last, First, M.I.) _____ SOC. SEC. NO. _____

Date of Birth _____ Aliases (e.g., maiden, nicknames) _____

Address (No., Street) _____

City _____ State _____ ZIP Code _____

Are you currently the subject of an investigation of child abuse or neglect in Arizona, another state or jurisdiction that resulted in a substantiated (*determined to have occurred*) finding? ☐ Yes ☐ No

Have you ever been the subject of an investigation of child abuse or neglect in Arizona, another state or jurisdiction that resulted in a substantiated (*determined to have occurred*) finding? ☐ Yes ☐ No

If Yes, to the question immediately above:

What was the allegation(s)?

When was the investigation(s) conducted? _____

Where was the investigation(s) conducted? _____

If you wish to provide additional information see Direct Service Position Supplement.

STATEMENT OF CERTIFICATION

By signing this form, I certify that the information provided is true, correct, and complete to the best of my knowledge and belief.

Signature _____ Date _____

Employers: Maintain this form as confidential.

EXPLANATION

If you have ever been the subject of an investigation of child abuse or neglect in Arizona, another state or jurisdiction that resulted in a substantiated (*determined to have occurred*) finding, you may provide an explanation of the incident of child abuse or neglect. Do not include the name of any child or any person involved in the investigation. If more space is needed, attach additional sheets.

Equal Opportunity Employer / Program • Auxiliary aids and services are available upon request to individuals with disabilities • To request this document in alternative format or for further information about this policy, contact the Division of Aging and Adult Services at 602-542-4446; TTY/TDD Services 7-1-1 • Disponible en español en línea o en la oficina local.

EXHIBIT B

AAA-1344A FORSPA (8-21)

ARIZONA DEPARTMENT OF ECONOMIC SECURITY
División de Servicios para Adultos y Personas de la Tercera Edad
POSICIÓN DE SERVICIO DIRECTO

Usted ha solicitado un puesto que brinda servicios directos a niños o adultos vulnerables. Los Estatutos Revisados de Arizona (ARS § 8-804.1) requieren que usted certifique, bajo pena de perjurio, si se hizo una alegación de abuso o negligencia en su contra y fue corroborada. Si su certificación no indica una investigación en curso o un informe fundamentado de abuso o negligencia, su empleador puede permitirle que brinde servicios directos en espera de los hallazgos de una Búsqueda en el Registro Central para Verificación de Antecedente por parte de la División de Servicios para Adultos y Personas de la Tercera Edad. Su empleador debe mantener este formulario y toda la información proporcionada en él de forma confidencial.

Nombre (Apellido, Nombre, Inicial del 2do Nom.) _____ NÚM. SEG. SOC. _____

Fecha de nacimiento _____ Alias (p. ej., apellido de soltera, apodos) _____

Dirección (Núm., Calle) _____

Ciudad _____ Estado _____ Código postal _____

¿Está actualmente sujeto a una investigación de abuso o negligencia infantil en Arizona, otro estado o jurisdicción que resultó en un hallazgo fundamentado (que se determinó que ocurrió)? ☐ Sí ☐ No

¿Alguna vez ha sido objeto de una investigación de abuso o negligencia infantil en Arizona, otro estado o jurisdicción que resultó en un hallazgo fundamentado (que se determinó que ocurrió)? ☐ Sí ☐ No

En caso afirmativo, a la pregunta inmediatamente anterior:

¿Cuál fue la acusación?

¿Cuándo se llevó a cabo la(s) investigación(es)? _____

¿Dónde se llevó a cabo la investigación? _____

Si desea proporcionar información adicional, consulte el Suplemento de Posición de Servicio Directo.

DECLARACIÓN DE CERTIFICACIÓN

Al firmar este formulario, certifico que la información proporcionada es verdadera, correcta y completa a mi leal saber y entender.

Firma _____ Fecha _____

Empleadores: Mantenga este formulario como confidencial.

EXPLICACIÓN

Si alguna vez ha sido objeto de una investigación de abuso o negligencia infantil en Arizona, otro estado o jurisdicción que resultó en un hallazgo fundamentado (que se determinó que ocurrió), puede proporcionar una explicación del incidente de abuso o negligencia infantil. No incluya el nombre de ningún niño o persona involucrada en la investigación. Si necesita más espacio, adjunte hojas adicionales.

Programa y Empleador con Igualdad de Oportunidades • Servicios y ayudantes auxiliares para personas con discapacidades están disponibles a petición • Para obtener este documento en otro formato u obtener información adicional sobre esta política, comuníquese con el División de Servicios para Adultos y Personas de la Tercera Edad al 602-542-4446; Servicios de TTY/TDD: 7-1-1 • Available in English online or at the local office.

EXHIBIT C

CRIMINAL HISTORY SELF DISCLOSURE AFFIDAVIT

Your fingerprints will be submitted to the Arizona Department of Public Safety (DPS) and the Federal Bureau of Investigation (FBI) for a criminal history check. Your self-disclosure on this affidavit and the information provided by your criminal history check will be used, as authorized by Public Law and Arizona Revised Statutes, to help us determine your fitness to have unsupervised access to vulnerable persons. Your failure to disclose true and accurate information on this affidavit will be sufficient grounds to end your employment or to deny, suspend, or revoke your license and may be referred to the State Attorney General's Office for prosecution.

Be sure that you go over all six (6) pages of the self-disclosure affidavit.

You have the right to obtain a copy of any background check report and challenge the accuracy or completeness of information contained in the report. If you challenge the information, you also have a right to prompt determination as to the validity of your challenge. To obtain a copy of your background check report, contact the DPS Records Unit, ACJIS Division at (602) 223-2222.

Name (First, Middle, Last): _____ Date of Birth (MM/DD/YY): _____

Address (No., Street, Apt. No.): _____

City: _____ State: _____ ZIP Code: _____

Check one of the following and provide information as directed:

- ☐ I have not been convicted of nor am I under pending indictment for any crimes.
- ☐ I have been convicted of or I am under pending indictment for the following crime(s) (Provide dates, location/ jurisdiction, circumstances and outcome. Attach additional pages as needed):

ALSO – Check one of the following:

- ☐ I am not subject to registration as a sex offender in Arizona or in any other jurisdiction.
- ☐ I am subject to registration as a sex offender in Arizona or in any other jurisdiction. (If you are subject to registration as a sex offender in this state or any other jurisdiction, DPS will deny you a Level 1 Fingerprint Clearance Card and you **WILL NOT** be eligible to appeal the decision.)

I certify that I understand this affidavit. My self-disclosure is true, accurate, and complete to the best of my knowledge.

Signature: _____ Date: _____

Notary Public

State of Arizona, County of _____

Subscribed and sworn or affirmed and acknowledged before me this _____ day of _____, 20____

Commission Expiration date: _____ Notary Public's Signature: _____

See page 6 for EOE/ADA disclosures

Non-Appealable Offenses

Are you awaiting trial for or have you ever been convicted of committing, attempting to commit, soliciting or facilitating or conspiring to commit one or more of these crimes in this state or a similar crime in another jurisdiction? Mark "Yes" or "No" as applicable.

If you are subject to registration as a sex offender in this state or any other jurisdiction, or awaiting trial on or been convicted of committing, attempting to commit, soliciting or facilitating, or conspiring to commit one or more of the crimes in this section DPS will deny you a Level 1 Fingerprint Clearance Card and you **WILL NOT** be eligible to appeal the decision.

Expunged convictions from any court other than juvenile court must be identified.

	YES	NO
1. Sexual abuse of vulnerable adult	☐	☐
2. Incest	☐	☐
3. Homicide, including first or second-degree murder, manslaughter and negligent homicide	☐	☐
4. Sexual assault	☐	☐
5. Sexual exploitation of a minor or vulnerable adult	☐	☐
6. Commercial sexual exploitation of a minor or vulnerable adult	☐	☐
7. Child prostitution as prescribed in A.R.S. § 13-3212	☐	☐
8. Child abuse	☐	☐
9. Felony child neglect	☐	☐
10. Sexual conduct with a minor	☐	☐
11. Molestation of a child or vulnerable adult	☐	☐
12. Dangerous crime against children as defined in A.R.S. § 13-705	☐	☐
13. Exploitation of minors involving drug offenses	☐	☐
14. Taking a child for the purposes of prostitution as defined in A.R.S. § 13-3206	☐	☐
15. Neglect or abuse of a vulnerable adult	☐	☐
16. Sex trafficking	☐	☐
17. Sexual abuse	☐	☐
18. Production, publication, sale, possession and presentation of obscene items as prescribed in A.R.S. § 13-3502	☐	☐
19. Furnishing harmful items to minors as prescribed in A.R.S. § 13-3506	☐	☐
20. Furnishing harmful items to minors by internet activity as prescribed in A.R.S. § 13-3506.01	☐	☐
21. Obscene or indecent telephone communications to minors for commercial purposes as prescribed in A.R.S. § 13-3512	☐	☐
22. Luring a minor for sexual exploitation	☐	☐
23. Enticement of persons for purposes of prostitution	☐	☐
24. Procurement by false pretenses of persons for purposes of prostitution	☐	☐
25. Procuring or placing persons in a house of prostitution	☐	☐
26. Receiving earnings of a prostitute	☐	☐
27. Causing one's spouse to become a prostitute	☐	☐
28. Detention of persons in a house of prostitution for debt	☐	☐
29. Keeping or residing in a house of prostitution or employment in prostitution	☐	☐
30. Pandering	☐	☐
31. Trafficking of persons for forced labor or services as defined in A.R.S. § 13-1308	☐	☐

	YES	NO
32. Transporting persons for the purpose of prostitution, polygamy and concubinage	☐	☐
33. Portraying adult as a minor as prescribed in A.R.S. § 13-3555	☐	☐
34. Admitting minors to public displays of sexual conduct as prescribed in A.R.S. § 13-3558	☐	☐
35. Any felony offense involving contributing to the delinquency of a minor	☐	☐
36. Unlawful sale or purchase of children	☐	☐
37. Child bigamy	☐	☐
38. Any felony offense involving domestic violence as defined in A.R.S. § 13-3601, except for a felony offense only involving criminal damage in an amount more than \$250, but less than \$1000 if the offense was committed before June 29, 2009	☐	☐
39. Felony indecent exposure	☐	☐
40. Felony public sexual indecency	☐	☐
41. Felony driving under the influence, driving under the extreme influence or aggravated driving under the influence if committed within 5 years of the date you apply for a Level 1 Clearance Card	☐	☐
42. Terrorism	☐	☐
43. Any offense involving a violent crime as defined in A.R.S. § 13-901.03	☐	☐

Appealable 5 Years After Conviction

The following felony offenses are non-appealable if committed within 5 years of the date you apply for a Level 1 Fingerprint Clearance Card. If you have been convicted of committing, attempting to commit, soliciting or facilitating or conspiring to commit one or more of the crimes in this section *within 5 years* of applying for a Level 1 Fingerprint Clearance Card, DPS will deny you a Level 1 Fingerprint Clearance Card and you **WILL NOT** be eligible to appeal the denial.

If the conviction was *more than 5 years* before you apply for a Level 1 Fingerprint Clearance Card, DPS will deny you a Level 1 Fingerprint Clearance Card, but you will be eligible to appeal the denial to the Arizona Board of Fingerprinting.

Mark "Within 5 Years," "Over 5 Years" or "No" as applicable.

	WITHIN 5 YEARS	OVER 5 YEARS	NO
1. Endangerment	☐	☐	☐
2. Threatening or intimidating	☐	☐	☐
3. Assault	☐	☐	☐
4. Aggravated assault	☐	☐	☐
5. Unlawfully administering intoxicating liquors, narcotic drugs or dangerous drugs	☐	☐	☐
6. Dangerous or deadly assault by prisoner or juvenile	☐	☐	☐
7. Prisoners who commit assault with intent to incite to riot or participate in riot	☐	☐	☐
8. Assault by vicious animals	☐	☐	☐
9. Drive by shooting	☐	☐	☐
10. Assaults on public safety employees or volunteers and state hospital employees	☐	☐	☐
11. Discharging a firearm at a structure	☐	☐	☐
12. Prisoner assault with bodily fluids	☐	☐	☐
13. Aiming a laser pointer at a peace officer	☐	☐	☐
14. Possession and sale of peyote	☐	☐	☐
15. Possession and sale of a vapor-releasing substance containing a toxic substance	☐	☐	☐

	WITHIN 5 YEARS	OVER 5 YEARS	NO
16. Selling or giving nitrous oxide to underage persons	☐	☐	☐
17. Sale of regulated chemicals	☐	☐	☐
18. Sale of precursor chemicals	☐	☐	☐
19. Production or transportation of marijuana	☐	☐	☐
20. Possession, use or sale of marijuana, dangerous drugs or narcotic drugs	☐	☐	☐
21. Possession, use, administration, acquisition, sale, manufacture or transportation of prescription-only drugs	☐	☐	☐
22. Administration, acquisition, manufacture or transportation of dangerous drugs or narcotic drugs	☐	☐	☐
23. Manufacturing methamphetamine under circumstances that cause physical injury to a minor under the age of 15	☐	☐	☐
24. Involving or using minors in drug offenses	☐	☐	☐
25. Possession, use, sale or transfer of marijuana, peyote, prescription drugs, dangerous drugs, or narcotic drugs or manufacture of dangerous drugs in a drug-free school zone	☐	☐	☐
26. Possession, manufacture, delivery and advertisement of drug paraphernalia	☐	☐	☐
27. Use of wire communication or electronic communication in drug-related transactions	☐	☐	☐
28. Using a building for sale or manufacture of dangerous or narcotic drugs	☐	☐	☐
29. Manufacture or distribution of prescription-only drug	☐	☐	☐
30. Manufacture, distribution, possession or possession with intent to use imitation controlled substances, imitation prescription-only drugs or imitation over-the-counter drugs	☐	☐	☐
31. Manufacture of certain substances and drugs by certain means	☐	☐	☐

Appealable Offenses

Are you awaiting trial for or have you ever been convicted of committing, attempting to commit, soliciting or facilitating or conspiring to commit one or more of these crimes in this state or a similar crime in another jurisdiction? Mark "Yes" or "No" as applicable.

If you are awaiting trial on or been convicted of committing, attempting to commit, soliciting or facilitating or conspiring to commit one or more of these crimes, DPS will deny you a Level 1 Fingerprint Clearance Card, but you will be eligible to appeal the decision to the Arizona Board of Fingerprinting.

	YES	NO
1. Theft	☐	☐
2. Theft by extortion	☐	☐
3. Shoplifting	☐	☐
4. Forgery	☐	☐
5. Criminal possession of a forgery device	☐	☐
6. Obtaining a signature by deception	☐	☐
7. Criminal impersonation	☐	☐
8. Theft of a credit card or obtaining a credit card by fraudulent means	☐	☐
9. Receipt of anything of value obtained by fraudulent use of a credit card	☐	☐
10. Forgery of a credit card	☐	☐

	YES	NO
11. Fraudulent use of a credit card	☐	☐
12. Possession of any machinery, plate or other contrivance or incomplete credit card	☐	☐
13. False statements as to financial condition or identity to obtain a credit card	☐	☐
14. Fraud by persons authorized to provide goods or services	☐	☐
15. Credit card transaction record theft	☐	☐
16. Misconduct involving weapons	☐	☐
17. Misconduct involving explosives	☐	☐
18. Depositing explosives	☐	☐
19. Misconduct involving simulated explosives	☐	☐
20. Concealed weapon violation	☐	☐
21. Misdemeanor indecent exposure	☐	☐
22. Misdemeanor public sexual indecency	☐	☐
23. Aggravated criminal damage	☐	☐
24. Adding poison or other harmful substance to food, drink or medicine	☐	☐
25. A criminal offense involving criminal trespass under Title 13, Chapter 15	☐	☐
26. A criminal offense involving criminal burglary under Title 13, Chapter 15	☐	☐
27. A criminal offense involving organized crime or fraud as prescribed in Title 13, Chapter 23, except terrorism	☐	☐
28. Misdemeanor offenses involving child neglect	☐	☐
29. Misdemeanor offenses involving contributing to the delinquency of a minor	☐	☐
30. Misdemeanor offenses involving domestic violence as defined in A.R.S. § 13-3601	☐	☐
31. Felony offenses involving domestic violence if the offense only involved criminal damage in the amount of \$250 but less than \$1000 and the offense was committed before June 29, 2009	☐	☐
32. Arson	☐	☐
33. Criminal damage	☐	☐
34. Misappropriation of charter school monies as prescribed in A.R.S. § 13-1818	☐	☐
35. Taking identity of another person or entity	☐	☐
36. Aggravated taking identity of another person or entity	☐	☐
37. Trafficking in the identity of another person or entity	☐	☐
38. Cruelty to animals	☐	☐
39. Prostitution as described in A.R.S. § 13-3214	☐	☐
40. Sale or distribution of material harmful to minors through vending machines as prescribed in A.R.S. § 13-3513	☐	☐
41. Welfare fraud	☐	☐
42. Kidnapping	☐	☐
43. Robbery, aggravated robbery or armed robbery	☐	☐
44. Misdemeanor endangerment	☐	☐
45. Misdemeanor threatening or intimidating	☐	☐
46. Misdemeanor assault	☐	☐
47. Misdemeanor aggravated assault	☐	☐
48. Misdemeanor unlawfully administering intoxicating liquor, narcotic drugs or dangerous drugs	☐	☐

	YES	NO
49. Misdemeanor dangerous or deadly assault by prisoner or juvenile	☐	☐
50. Misdemeanor prisoners who commit assault with intent to incite riot or participate in riot	☐	☐
51. Misdemeanor assault by vicious animals	☐	☐
52. Misdemeanor drive-by shooting	☐	☐
53. Misdemeanor assaults on public safety employees or volunteers and state hospital employees	☐	☐
54. Misdemeanor discharging a firearm at a structure	☐	☐
55. Misdemeanor prisoner assault with bodily fluids	☐	☐
56. Misdemeanor aiming a laser pointer at a peace officer	☐	☐
57. Misdemeanor possession and sale of peyote	☐	☐
58. Misdemeanor possession and sale of a vapor-releasing substance containing a toxic substance	☐	☐
59. Misdemeanor selling or giving nitrous oxide to underage persons	☐	☐
60. Misdemeanor sale of regulated chemicals	☐	☐
61. Misdemeanor sale of precursor chemicals	☐	☐
62. Misdemeanor production or transportation of marijuana	☐	☐
63. Misdemeanor possession, use or sale of marijuana, dangerous drugs or narcotic drugs	☐	☐
64. Misdemeanor possession, use, administration, acquisition, sale, manufacture or transportation of prescription-only drugs	☐	☐
65. Misdemeanor administration, acquisition, manufacture or transportation of dangerous drugs or narcotic drugs	☐	☐
66. Misdemeanor manufacturing methamphetamine under circumstances that cause physical injury to a minor under the age of 15	☐	☐
67. Misdemeanor involving or using minors in drug offenses	☐	☐
68. Misdemeanor possession, use, sale or transfer of marijuana, peyote, prescription drugs, dangerous drugs, or narcotic drugs or manufacture of dangerous drugs in a drug-free school zone	☐	☐
69. Misdemeanor possession, manufacture, delivery and advertisement of drug paraphernalia	☐	☐
70. Misdemeanor use of wire communication or electronic communication in drug-related transactions	☐	☐
71. Misdemeanor using a building for sale or manufacture of dangerous or narcotic drugs	☐	☐
72. Misdemeanor manufacture or distribution of prescription-only drug	☐	☐
73. Misdemeanor manufacture, distribution, or possession with intent to use imitation controlled substances, imitation prescription-only drugs or imitation over-the-counter drugs	☐	☐
74. Misdemeanor manufacture of certain substances and drugs by certain means	☐	☐

Equal Opportunity Employer / Program • Auxiliary aids and services are available upon request to individuals with disabilities • To request this document in alternative format or for further information about this policy, contact the Division of Developmental Disabilities ADA Coordinator at 602-771-2893; TTY/TDD Services: 7-1-1 • Disponible en español en línea o en la oficina local

EXHIBIT D

AFIDÁVIT DE AUTO REVELACIÓN DE LA HISTORIAL CRIMINAL

Se presentará sus huellas digitales al Departamento de Seguridad Pública de Arizona (DPS policía) y El Departamento de Estado de Investigaciones (FBI) para comprobar su historial criminal. Como la Ley Pública y los Estatutos Revisados de Arizona, vamos a usar lo que revela en este affidavit y la información provista por la comprobación de su historial criminal, para determinar su conveniencia por tener acceso sin restricción a las personas vulnerables. **El dejar de revelar información verdadero y preciso en este affidavit será motivo de terminar su empleo o de denegar, suspender o revocar su licencia y puede que le remitimos a la oficina de Procurador General para que le puede enjuiciar.**

Asegúrese que revise todas las seis (6) páginas del affidavit de auto revelación.

Usted tiene derecho de obtener una copia de todo informe acerca de su historial criminal y recusar la exactitud o integridad de la información contenida en el informe. Si recusa la información, también tiene derecho a una determinación pronta en cuanto a la validez de su recusación. Para obtener una copia del informe de su comprobación de historial criminal, comuníquese con la DPS Records Unit, ACJIS Division al (602) 223-2222.

Nombre (Nombre, segundo, apellido): _____ Fecha de nacimiento (MM/DD/YY): _____

Dirección (Núm., calle, núm. de apto.): _____

Ciudad: _____ Estado: _____ Código postal: _____

Marque una de lo siguiente y proveer la información según las instrucciones:

- ☐ No he sido declarado culpable ni estoy acusado de ningún delito.
- ☐ He sido declarado culpable de o estoy acusado de los siguientes delitos (s) (Provea la fecha, local/jurisdicción, circunstancias y resultado. Adjunta páginas adicionales como sea necesario):

TAMBIÉN – Marque una de lo siguiente:

- ☐ No estoy sujeto a registrar como un agresor sexual en ni en ninguna otra jurisdicción.
- ☐ Estoy sujeto a registrar como un agresor sexual en ni en ninguna otra jurisdicción. (Si usted está sujeto a registrar como un agresor sexual en este estado o cualquier otra jurisdicción, DPS va a denegar una tarjeta de nivel 1 de autorización de huellas digitales y **NO TENDRÁ** derecho de apelar la decisión.)

Certifico que entiendo este affidavit. Mi auto-revelación es verdadera, precisa y completa según mi leal saber.

Firma: _____ Fecha: _____

Notary Public (Notario publico)

State of Arizona, County of _____

Subscribed and sworn or affirmed and acknowledged before me this _____ day of _____, 20____

Commission Expiration date: _____ Notary Public's Signature: _____

Vea la página 6 para leer la declaracion de EOE/ADA

Infracciones no apelables

¿Espera usted juicio para o ha sido declarado culpable de cometer, intentar de cometer, solicitar o facilitar, o conspirar para cometer uno o más de los delitos en este estado o un delito similar en otra jurisdicción? Marque "Sí" o "No" como sea aplicable.

Si usted está sujeto a registrar como un agresor sexual en este estado o cualquier otra jurisdicción, o espera juicio por o ha sido declarado culpable de cometer, intentar de cometer, solicitar o facilitar, o conspirar para cometer uno o más de los delitos en esta sección DPS va a denegar una tarjeta de nivel 1 de autorización de huellas digitales y usted **NO TENDRÁ** derecho de apelar la decisión.

Condenas expurgadas de algún tribunal aparte del tribunal juvenil deben ser identificadas.

	SÍ	NO
1. Abuso sexual abuse de un adulto vulnerable	☐	☐
2. Incesto	☐	☐
3. Homicidio, incluso homicidio del primer o segundo grado, homicidio sin premeditación y homicidio negligente	☐	☐
4. Agresión sexual	☐	☐
5. Explotación de un menor o un adulto vulnerable	☐	☐
6. Explotación sexual comercial de un menor o un adulto vulnerable	☐	☐
7. Prostitución de un menor según A.R.S. § 13-3212	☐	☐
8. Abuso infantil	☐	☐
9. Negligencia de niño que sea un delito grave	☐	☐
10. Conducta sexual con un menor	☐	☐
11. Abuso inmoral de un menor o adulto vulnerable	☐	☐
12. Delito peligroso contra menores como sea definido en A.R.S. § 13-705	☐	☐
13. Explotación de menores para delitos relacionados con drogas	☐	☐
14. Raptar a un menor para propósitos de prostitución según A.R.S. § 13-3206	☐	☐
15. Negligencia o abuso de un adulto vulnerable	☐	☐
16. Trafico de sexo	☐	☐
17. Abuso sexual	☐	☐
18. Producir, publicar, vender, poseer, y presentar artículos indecentes según A.R.S. § 13-3502	☐	☐
19. Suministrar cosas dañosas a menores según A.R.S. § 13-3506	☐	☐
20. Suministrar cosas dañosas a menores mediante actividad en el Internet según A.R.S. § 13-3506.01	☐	☐
21. Comunicaciones telefónicas que son obsceno o indecente a menores para los propósitos comerciales según A.R.S. § 13-3512	☐	☐
22. Seducir a un menor para el propósito de explotación sexual	☐	☐
23. Incitar a cualquier personas para propósitos de prostitución	☐	☐
24. Instigación, bajo pretensiones falsas, de cualquier personas para propósitos de prostitución	☐	☐
25. Instigar o colocar personas en una casa de prostitución	☐	☐
26. Recibir ganancias de una persona prostituida	☐	☐
27. Causar prostitución de su cónyuge	☐	☐
28. Detención de personas en una casa de prostitución para satisfacer deudas	☐	☐
29. Mantener o residir en una casa de prostitución o empleo en prostitución	☐	☐
30. Proxenetismo	☐	☐

	SÍ	NO
31. El trata de personas con el fin de labor o servicios forzados como se define en A.R.S. 13-1308	☐	☐
32. Transporte de personas para propósitos de prostitución, poligamia y concubinato	☐	☐
33. Representar un adulto como un menor según A.R.S. § 13 3555	☐	☐
34. Dejar entrar a los menores a exposiciones públicas de comportamiento sexual según A.R.S. § 13-3558	☐	☐
35. Algún delito que incluye contribuir a la delincuencia de un menor	☐	☐
36. La venta o compra ilegal de niños	☐	☐
37. Bigamia infantil	☐	☐
38. Algún delito grave que incluye violencia familiar como sea definido en A.R.S. § 13-3601, salvo que un delito grave que incluye solamente daño criminal de una cantidad más de \$250, pero menos de \$1000 si los delitos fueron cometidos antes del 29 de junio de 2009	☐	☐
39. Delito grave de exhibicionismo	☐	☐
40. Delito grave de indecencia sexual pública	☐	☐
41. Conduciendo bajo la influencia (de alcohol/ drogas) grave, conduciendo bajo la influencia (de alcohol/ drogas) extrema o conduciendo bajo la influencia (de alcohol/ drogas) agravado si fuera cometido dentro de 5 años de la fecha en la cual usted solicita una tarjeta de autorización de Nivel 1	☐	☐
42. Terrorismo	☐	☐
43. Algún delito que incluye un delito violenta como sea definido en A.R.S. § 13-901.03	☐	☐

Apelable 5 años después de condena

No se pueden apelar los siguientes delitos graves si se fueron cometidos dentro de 5 años antes de la fecha en la cual usted solicita una tarjeta de autorización de Nivel 1. Si usted ha sido declarado culpable de cometer, intentar de cometer, solicitar o facilitar o conspirar para cometer uno o más de los delitos en esta sección *dentro de 5 años* de solicitar una tarjeta de autorización de Nivel 1 de huellas digitales, DPS denegará tarjeta de autorización de Nivel 1 de huellas digitales y usted **NO SERÁ** elegible para apelar la denegación.

Si la condena fue *más de 5 años* antes de solicitar una tarjeta de autorización de Nivel 1 de huellas digitales, DPS denegará una tarjeta de autorización de Nivel 1, pero usted será elegible para apelar la denegación a la Compañía de huellas digitales de Arizona.

Marque "Dentro de 5 Años," "Más de 5 años" o "No" como sea aplicable.

	DENTRO DE 5 AÑOS	MÁS DE 5 AÑOS	NO
1. Imprudencia riesgosa	☐	☐	☐
2. Incendio intencional	☐	☐	☐
3. Agresión	☐	☐	☐
4. Agresión agravada	☐	☐	☐
5. Administración ilegal de licores intoxicantes, drogas narcóticas o drogas peligrosas	☐	☐	☐
6. Agresión peligrosa o mortal por parte de prisionero o menor	☐	☐	☐
7. Prisioneros quienes cometen agresión con el propósito de amotinarse o participar en un motín	☐	☐	☐
8. Agresión mediante animales viciosos	☐	☐	☐
9. Tiroteo desde auto	☐	☐	☐
10. Agresión contra los empleados o voluntarios y empleados del hospital estatal	☐	☐	☐
11. Disparar un arma de fuego contra una estructura	☐	☐	☐
12. Agresión por parte de prisionero con fluidos corporales	☐	☐	☐

	DENTRO DE 5 AÑOS	MÁS DE 5 AÑOS	NO
13. Apuntar un Láser a un agente de las fuerzas del orden	☐	☐	☐
14. Posesión y venta de peyote	☐	☐	☐
15. Posesión y venta de alguna sustancia vaporoso que contiene sustancias tóxicas	☐	☐	☐
16. Vender o dar óxido nitroso a personas de menor de edad	☐	☐	☐
17. La venta de químicas reglamentadas	☐	☐	☐
18. La venta de químicos precursores	☐	☐	☐
19. Producción o transportación de la marihuana	☐	☐	☐
20. Posesión, uso o venta de marihuana, drogas peligrosos o drogas narcóticas	☐	☐	☐
21. Posesión, uso, administración, adquisición, venta, fabricación o transporte de drogas solas de receta	☐	☐	☐
22. Administración, adquisición, fabricación o transporte de drogas peligrosas o drogas narcóticas	☐	☐	☐
23. El fabricar metanfetamina bajo circunstancias que causan herida física a un menor bajo la edad de 15 años	☐	☐	☐
24. El hacer participar o usar menores durante delitos de drogas	☐	☐	☐
25. Posesión, uso, venta o transferencia de la marihuana, peyote, drogas de receta, drogas peligrosas, o drogas narcóticas o el fabricar drogas peligrosas dentro de una zona escolar libre de drogas	☐	☐	☐
26. Posesión, fabricar, entregar y hacer publicidad de parafernalia para drogas	☐	☐	☐
27. El uso de comunicación por telegrama o comunicación electrónica durante transacciones relacionados con drogas	☐	☐	☐
28. El uso de un edificio para vender o fabricar drogas narcóticas peligrosas	☐	☐	☐
29. El fabricar o distribuir drogas disponibles solo por receta	☐	☐	☐
30. El fabricar, distribuir, poseer, o poseer con el propósito a usar sustancias controlados de imitación drogas solo de receta de imitación o drogas sin receta de imitación	☐	☐	☐
31. Manufactura de ciertas sustancias y drogas a través de ciertos medios	☐	☐	☐

Delitos apelables

¿Está usted esperando el juicio de o alguna vez ha sido usted condenado de cometer, intentar de cometer, solicitar o facilitar o conspirar para cometer uno o más de estos delitos en este estado o delito similar en otra jurisdicción? Marque "Sí" o "No" según lo aplicable.

Si usted está esperando el juicio para o ha sido condenado de cometer, intentar de cometer, solicitar o facilitar o conspirar para cometer uno o más de estos delitos, DPS denegará, pero usted será elegible para apelar la denegación a la Compañía de huellas digitales de Arizona.

	SÍ	NO
1. Hurto	☐	☐
2. Robo mediante extorsión	☐	☐
3. Hurto de mercancías en una tienda o negocio	☐	☐
4. Falsificación	☐	☐
5. Posesión criminal de un instrumento de falsificación	☐	☐
6. Obtener una firma mediante decepción	☐	☐
7. Personificación criminal	☐	☐
8. Robo de una tarjeta de crédito u obtener una tarjeta de crédito a través de medios fraudulentos	☐	☐

EXHIBIT E

Area Agency on Aging, Region One Billing Time Frames

Billing Month	Billing Due	Re-billing Due	Re-billing Time Limit
July	August 10 th	November 10 th	3 months
August	September 10 th	November 10 th	2 months
September	October 10 th	November 10 th	1 month
October	November 10 th	February 10 th	3 months
November	December 10 th	March 10 th	3 months
December	January 10 th	April 10 th	3 months
January	February 10 th	May 10 th	3 months
February	March 10 th	June 10 th	3 months
March	April 10 th	July 10 th	3 months
April	May 10 th	July 10 th	2 months
May	June 10 th	July 10 th	1 month
June	July 10 th	July 10 th	0 month

EXHIBIT F

Provider: _____

Site: _____

Date of Incident:

Time of Incident:

Location of Incident: _____

Name(s) of Person(s) involved: _____

Telephone report given to: (name of Area Agency staff): _____

Email/Telephone report given by: _____ Date: _____ Time: _____

Name of Case Manager Notified if applicable: _____

Nature of Incident (include name(s) of client(s) and staff involved).

Use additional pages if necessary.

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There is no handwriting or other markings on the paper.

(Print) Name of Person completing the report: _____

Signature of person completing the report: _____

Instructions

Any incident occurring at an Area Agency on Aging, Region One supported facility or within services must be reported. A telephone call to the Area Agency Contract staff (602-264-2255) must occur promptly on serious (911) incidents. This report for all incidents must be emailed to Area Agency within 24 hours. Email to contractsdepartment@aaaphx.org

COMMUNICATION PAGE
(not an integral page of the Contract)

EMAIL COMMUNICATIONS TO: 6-12-25

Reyes.medrano@tolleson.az.gov; Luz.pardo@tolleson.az.gov



CITY COUNCIL REPORT

SUBJECT: Motorola Solutions Professional Services Agreement

MEETING DATE: June 24, 2025

TO: Mayor and Council

FROM: Steve Holliday, Chief Technical Officer

REVIEWED: Reyes Medrano Jr., City Manager

PURPOSE:

The Information Technology Department is requesting the approval of the Professional Services Agreement between the City of Tolleson and Motorola Solutions, Inc. for Spillman Flex Computer-Aided Dispatch (CAD) technology, its portfolio of software applications, and annual maintenance and support.

BACKGROUND:

The Information Technology Department is requesting approval of a Professional Services Agreement between the City of Tolleson and Motorola Solutions, Inc. for the continued maintenance and support of the Spillman Flex Computer-Aided Dispatch (CAD) system and its suite of software applications. Spillman Flex is a critical public safety technology used by the Tolleson Police Department to manage dispatch operations, incident reporting, and records management. This agreement ensures uninterrupted technical support, regular software updates, and system reliability necessary to maintain efficient and effective emergency response services.

DISCUSSION:

The City of Tolleson has utilized the Spillman Flex CAD system provided by Motorola Solutions, Inc. as a core component of its public safety operations. This system supports the Tolleson Police Department by enabling efficient call handling, dispatching, and records management. Ongoing maintenance and support are essential to ensure the system remains secure, functional, and aligned with evolving technology standards. The proposed Professional Services Agreement provides for annual system updates, technical support, and issue resolution services. Continued investment in this maintenance agreement will help safeguard public safety operations and minimize the risk of service disruption. Staff recommends approval of the agreement to maintain continuity and reliability of these critical systems.

BUDGET IMPACT:

The City desires to amend the existing Agreement to increase the annual aggregate amount from \$150,000 to \$300,000 for additional services and to extend the term of the Agreement from November 23, 2024 to November 23, 2025.

RECOMMENDATION:

Staff recommends the City Council approves the Professional Services Agreement with Motorola Solutions, Inc.

ATTACHMENTS:

1. 06 24 25 IT - Motorola Solutions Inc. for PD - End Date 11 23 25

**AMENDMENT NUMBER FIVE TO THE
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF TOLLESON
AND
MOTOROLA SOLUTIONS, INC.**

THIS AMENDMENT NUMBER FIVE TO PROFESSIONAL SERVICES AGREEMENT (this “Fifth Amendment”) is made between the City of Tolleson, an Arizona municipal corporation (the “City”) and Motorola Solutions, Inc., a Delaware corporation (the “Vendor”), is hereby entered into and shall be effective on the last signature date set forth below.

RECITALS

A. The City entered into a Professional Services Agreement as of November 24, 2020, as amended by the First Amendment dated July 14, 2022, the Second Amendment dated August 24, 2022, the Third Amendment dated December 13, 2022 and the Fourth Amendment dated December 20, 2023 (collectively, the “Agreement”), with the Vendor who is the sole provider of the Spillman Flex CAD technology, its portfolio of software applications, and annual maintenance and support.

B. The City and Vendor wish to enter into this Fifth Amendment to amend the Agreement to renew and extend the Term of the Agreement and to increase the compensation paid to Vendor pursuant to the intent and agreement between the City and the Vendor.

AMENDMENTS

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and the Vendor agree to amend the Agreement as follows:

1. The parties agree to amend Paragraph 1 Term of Agreement as follows:

1. Term of Agreement. ~~The term of the Agreement is extended to November 23, 2024.~~ **This Agreement is extended and shall be effective on the last signature date set forth below and shall remain in full force and effect until November 23, 2025 (the “Term”), unless terminated as otherwise provided in this Agreement or the Cooperative Contract.**

2. The parties agree to amend Paragraph 3 Compensation of the Agreement, as follows:

3. Compensation. ~~The City shall pay Vendor for the Initial Term and for each subsequent Renewal Term, if any, an annual aggregate amount not to exceed \$40,000.0090,000.00150,000.00 for Parts and Services at the unit rates set forth in the Fee Proposal, attached to the Agreement as Exhibit B and incorporated herein by reference.~~ **Commencing with the fiscal year July 1, 2024 through June 30, 2025, the City's payments to the Contractor, if any, shall not exceed an aggregate amount of \$300,000.00 for each fiscal year, for the Services at the rates that shall be agreed upon by the parties. If an entire fiscal year does not fall within the Term of this Agreement, the aggregate compensation limit for that partial year shall be reduced to an amount equal to the compensation limit multiplied by a factor having as its numerator the number of days in the partial fiscal year and as its denominator the number three hundred sixty-five (365).**

3. Effect of Amendment. In all other respects, the Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

4. Non-Default. By executing this Amendment, the Contractor affirmatively asserts that (i) the City is not currently in default, nor has it been in default at any time prior to this Amendment, under any of the terms or conditions of the Agreement and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the date of this Amendment are forever waived.

5. Conflict of Interest. This Amendment and the Agreement may be cancelled by the City pursuant to A.R.S. § 38-511.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date and year first set forth below.

"City"

CITY OF TOLLESON,
an Arizona municipal corporation

By: _____
Reyes Medrano, Jr., City Manager

Date

ATTEST:

Crystal Zamora, City Clerk

APPROVED AS TO FORM:

Justin S. Pierce, City Attorney

“Vendor”
MOTOROLA SOLUTIONS, INC.,
a Delaware Corporation

By: _____
Name: _____
Its: _____

Date



CITY COUNCIL REPORT

SUBJECT: Resolution No. 2598 - Sister City Agreement with the City of Puerto Peñasco, Sonora, Mexico

MEETING DATE: June 24, 2025

TO: Mayor and Council

FROM: George Good , Chief Preparedness Officer/Human Services Director

REVIEWED: Reyes Medrano Jr., City Manager

PURPOSE:

The City wishes to enter into a Sister City agreement with the City of Puerto Penasco, Sonora, Mexico. This agreement will provide for the exchange of various governmental programs including, but not limited to, public safety, the arts, education, leadership, and youth programming.

BACKGROUND:

Discussions regarding this agreement have been ongoing dating back to 2024. On February 8, 2024, Tolleson Mayor Juan F. Rodriguez, Vice-Mayor Jimmy Davis, City Manager Reyes Medrano, and George Good met in Mexico with Puerto Penasco Mayor Castro and his senior staff to discuss this agreement.

DISCUSSION:

The agreement would provide for many opportunities to learn about the culture of the other city. Such opportunities would include, but not be limited to the following areas:

- Arts
- Education
- Public Safety
- Youth Programming
- Infrastructure Development
- Library Activities
- Parades
- Cultural Activities

The term of the agreement is five years, with the option to renew for an additional five years by mutual consent.

BUDGET IMPACT:

The City will incur costs associated with travel, lodging, and programming to accomplish the pursuits that result from this agreement. Puerto Penasco will also incur costs as appropriate. There is an existing line item in the City budget for these purposes.

RECOMMENDATION:

Staff recommends the City Council adopt Resolution No. 2598.

ATTACHMENTS:

None

RESOLUTION NO. 2598

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF TOLLESON, ARIZONA, APPROVING THE SISTER CITY AGREEMENT BETWEEN THE CITY OF TOLLESON AND THE CITY OF PUERTO PEÑASCO, SONORA, MEXICO, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.

WHEREAS, the United States of America and the United Mexican States have a longstanding history of friendship, cooperation, and mutual respect; and

WHEREAS, the City of Tolleson, Arizona, and the City of Puerto Peñasco, Sonora, Mexico, share similar goals of promoting cultural exchange, strengthening international goodwill, and expanding business, tourism, and development opportunities; and

WHEREAS, both cities recognize the importance of building and maintaining collaborative international relationships that benefit their residents; and

WHEREAS, the proposed Sister City Agreement outlines the intent of both cities to promote mutual understanding and goodwill through trade, tourism, development, and cultural and educational exchanges; and

WHEREAS, the City of Tolleson wishes to formally establish a Sister City relationship with the City of Puerto Peñasco and enter into an agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TOLLESON, ARIZONA, as follows:

Section 1. The recitals above are hereby adopted and incorporated as if fully set forth herein.

Section 2. The Sister City Agreement between the City of Tolleson, Arizona, and the City of Puerto Peñasco, Sonora, Mexico, is hereby approved in substantially the form attached hereto as Exhibit A and incorporated herein by reference.

Section 3. The Mayor, City Manager, City Clerk and City Attorney are hereby authorized and directed to take all steps necessary to cause the execution and delivery of this Sister City Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Mayor and Council of the City of Tolleson, Arizona, on this 24th day of June, 2025.

Juan F. Rodriguez, Mayor

ATTEST: _____
Crystal Zamora, City Clerk

APPROVED AS TO FORM: _____
Justin Pierce, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2598

[Sister City Agreement]

See following pages.

**SISTER CITY AGREEMENT
BETWEEN THE
CITY OF TOLLESON, ARIZONA, U.S.A.
AND THE
CITY OF PUERTO PEÑASCO, SONORA, MEXICO**

WHEREAS, the U.S.A. and Mexico have a long tradition of friendship and cooperation that favors relationships and exchanges between the people of our countries;

WHEREAS, the cities of Tolleson and Puerto Peñasco share similar goals of promoting cultural exchange, strengthening international goodwill, and expanding business relations; and

WHEREAS, both cities recognize the advantages of collaboration and share in the belief that a Sister City relationship between Tolleson and Puerto Peñasco will mutually benefit the people of both cities.

NOW, THEREFORE, BE IT RESOLVED AND AGREED, that a Sister City relationship shall be officially established between the cities of Tolleson and Puerto Peñasco upon the full execution of this Agreement.

BE IT FURTHER RESOLVED AND AGREED, that the cities shall aspire to further their Sister City relationship by exploring ways to:

1. Promote both cities for trade and investment;
2. Encourage cooperation and exchange between local development agencies, Chambers of Commerce, and tourism departments;
3. Promote mutual tourism opportunities between both cities and regions including leisure and business tourism; and
4. Encourage cultural exchanges between both cities.
5. The term of this agreement shall be for five years, which can be extended for an additional five years by mutual agreement of both parties.
6. Each city may cancel this Agreement with a 60 day written notice provided to the other city.

IN WITNESS WHEREOF, the cities have executed this Agreement as of the date and year last set forth below.

CITY OF TOLLESON
an Arizona municipal corporation

CITY OF PUERTO PEÑASCO
Sonora, Mexico

Juan F. Rodriguez, Mayor
Date: _____

Óscar Eduardo Castro Castro, Mayor
Date: _____

ATTEST:

ATTEST:

Crystal Zamora, City Clerk

Alejandro Verdugo Angulo,
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Justin S. Pierce
City Attorney

Mario Efraín Estévez Apodaca
City Attorney

ACUERDO DE CIUDAD HERMANA
ENTRE LA
CIUDAD DE TOLLESON, ARIZONA, EE. UU.
Y LA
CIUDAD DE PUERTO PEÑASCO, SONORA, MÉXICO

CONSIDERANDO que los EE. UU. y México tienen una larga tradición de amistad y cooperación que favorece las relaciones y los intercambios entre los pueblos de nuestros países;

CONSIDERANDO que las ciudades de Tolleson y Puerto Peñasco comparten metas similares de promover el intercambio cultural, fortalecer la buena voluntad internacional y expandir las relaciones comerciales;

Y CONSIDERANDO que ambas ciudades reconocen las ventajas de la colaboración y comparten la creencia de que una relación de Ciudad Hermana entre Tolleson y Puerto Peñasco beneficiará mutuamente a los pueblos de ambas ciudades.

AHORA, POR LO TANTO, SE RESUELVE Y SE ACUERDA que se establecerá oficialmente una relación de Ciudad Hermana entre las ciudades de Tolleson y Puerto Peñasco una vez que se ejecute plenamente este Acuerdo.

SE RESUELVE Y SE ACUERDA ADEMÁS que las ciudades aspirarán a fomentar su relación de Ciudad Hermana explorando maneras de:

1. Promover ambas ciudades para el comercio y la inversión;
2. Fomentar la cooperación y el intercambio entre agencias locales de desarrollo, Cámaras de Comercio y departamentos de turismo;
3. Promover oportunidades turísticas mutuas entre ambas ciudades y regiones, incluyendo turismo recreativo y de negocios;
4. Fomentar intercambios culturales entre ambas ciudades.
5. La duración de este Acuerdo será de cinco años, el cual podrá ser extendido por otros cinco años mediante acuerdo mutuo de ambas partes.
6. Cada ciudad podrá cancelar este Acuerdo con un aviso por escrito de 60 días proporcionado a la otra ciudad.

EN TESTIMONIO DE LO CUAL, las ciudades han ejecutado este Acuerdo en la fecha y año que se indica a continuación.

CIUDAD DE TOLLESON
una corporación municipal de Arizona

CIUDAD DE PUERTO PEÑASCO
Sonora, México

Juan F. Rodríguez, Alcalde
Fecha: _____

Óscar Eduardo Castro Castro, Alcalde
Fecha: _____

ATTESTADO:

ATTESTADO:

Crystal Zamora, Secretaria Municipal

Alejandro Verdugo Angulo, Secretario
Municipal

APROBADO EN CUANTO A LA FORMA:

APROBADO EN CUANTO A LA FORMA:

Justin S. Pierce
Abogado Municipal

Mario Efraín Estévez Apodaca
Abogado Municipal



CITY COUNCIL REPORT

SUBJECT: Resolution 2604 - Property tax levy for the City of Tolleson.

MEETING DATE: June 24, 2025

TO: Mayor and Council

FROM: Kevin Artz, Chief Financial Officer

REVIEWED: Reyes Medrano Jr., City Manager

PURPOSE:

The Finance Department is requesting the adoption of Resolution 2604, levying upon the assessed valuation of property within the City of Tolleson, subject to taxation, a certain sum to provide funds for general municipal expenses, all for the fiscal year ending June 30, 2026.

BACKGROUND:

Arizona Revised Statutes 42-17151 and 42-17253 requires the governing body of each political subdivision to adopt an annual tax levy upon the property subject to taxation.

DISCUSSION:

The resolution proposes a primary tax rate of \$1.5158 and a secondary tax rate of \$1.1602 for a combined tax rate of \$2.6760. The combined tax rate decreased slightly from the prior year (FY 2025 rate \$2.6796).

The primary tax levy is used for general municipal expenses. The secondary levy must be used to pay debt service on General Obligation bonds. The City was able to maintain a level secondary tax rate, while issuing \$21M of bonds to provide the community with an aquatic facility.

BUDGET IMPACT:

The tax rate was contemplated as the FY 2026 budget was prepared.

RECOMMENDATION:

Staff recommends the City Council adopt Resolution 2604, setting the property tax levy for Fiscal Year 2026.

ATTACHMENTS:

1. Res 2604 FY 2026 Property Tax Levy 06 24 25

RESOLUTION NO. 2604

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF TOLLESON, ARIZONA, LEVYING UPON THE ASSESSED VALUATION OF PROPERTY WITHIN THE CITY OF TOLLESON, SUBJECT TO TAXATION, A CERTAIN SUM TO PROVIDE FUNDS FOR GENERAL MUNICIPAL EXPENSES, ALL FOR THE FISCAL YEAR ENDING JUNE 30, 2026.

WHEREAS, the Council of the City of Tolleson ("City Council") is required by ARIZ. REV. STAT. §§ 42-17151 and 42-17253 to adopt an annual tax levy upon the property within the City of Tolleson, Arizona (the "City") subject to taxation; and

WHEREAS, by the provisions of State Law, the resolution levying taxes for Fiscal Year 2026 is required to be finally adopted on or before the third Monday in August and not less than 14 days after adoption of the municipal budget; and

WHEREAS, the City's annual budget was adopted by Resolution No. 2602 at a meeting of the City Council held on June 10, 2025, at least 14 days prior to the adoption of this Resolution No. 2604; and

WHEREAS, Maricopa County is the assessing and collecting authority for the City.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TOLLESON, ARIZONA, as follows:

Section 1. The recitals above are hereby incorporated as if fully set forth herein.

Section 2. There is hereby levied on the assessed value of all property, both real and personal, within the corporate limits of the City, except such property as may be by law exempt from taxation, a primary property tax levy allowed by law for the fiscal year ending June 30, 2026 of \$4,948,563 and a secondary property tax of \$3,787,800 for the fiscal year ending on June 30, 2026. If such primary property tax levy exceeds the maximum levy allowed by law, the Board of Supervisors of the County of Maricopa is hereby authorized to reduce the levy to the maximum amount allowed by law after providing notice to the City. The City estimates the primary property tax rate to be 1.5158 and the secondary tax rate to be 1.1602 per one hundred dollars (\$100.00) of assessed value of all taxable property.

Section 3. Failure by the County Officials of Maricopa County, Arizona, to properly return the delinquent list, any irregularity in assessments or omissions in the same, or any irregularity in any proceedings shall not invalidate such proceedings or invalidate any title conveyed by any tax deed; failure or neglect of any officer or officers to timely perform any of the duties assigned to him or to them shall not invalidate any of the proceedings or any deed or sale pursuant thereto, the validity of the assessment or levy of taxes or of the judgment of sale by which the

collection of the same may be enforced shall not affect the lien of the City of Tolleson upon such property for the delinquent taxes unpaid thereon; over charge as to part of the taxes or of costs shall not invalidate any proceedings for the collection of taxes or the foreclosure of any lien therefore or a sale of property under such foreclosure; and all acts of officers de facto shall be valid as if performed by officers de jure.

Section 4. All Ordinances or Resolutions, or parts of Ordinances or Resolutions in conflict herewith are hereby repealed.

Section 5. This Resolution shall be in full force and effect from and after its passage by the Council and approval by the Mayor.

Section 6. The City Clerk is hereby authorized and directed to transmit a certified copy of this Resolution to the Maricopa County Assessor and the Maricopa Board of Supervisors.

Section 7. If any provision of this Resolution is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct, and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Resolution.

PASSED AND ADOPTED by the Mayor and Council of the City of Tolleson, Arizona, on this 24th day of June, 2025.

Juan F. Rodriguez, Mayor

ATTEST: _____
Crystal Zamora, City Clerk

APPROVED AS TO FORM: _____
Justin Pierce, City Attorney

CERTIFICATION

I hereby certify that the foregoing Resolution No. 2604 was duly passed and adopted by the Mayor and Council of the City of Tolleson, Arizona, at the Regular City Council Meeting held on June 24, 2025, that the vote thereon was ____ ayes, ____ nays, and that the Mayor and ____ Council Members were present thereat.

Crystal Zamora, City Clerk
City of Tolleson, Arizona



CITY COUNCIL REPORT

SUBJECT: Ordinance No. 625 N.S. – Adoption of the City of Tolleson Supplemental Building and Zoning Code Amendments 2025

MEETING DATE: June 24, 2025

TO: Mayor and Council

FROM: Michael Young, Fire Chief

REVIEWED: Reyes Medrano Jr., City Manager

PURPOSE:

The Fire and Police Departments request the adoption of Ordinance No. 625 N.S. to amend and modernize Tolleson’s Building and Zoning Codes by adopting the “City of Tolleson Supplemental Building and Zoning Code Amendments 2025” and “Swimming Pool Program Procedures & Standard Details.”

BACKGROUND:

To enhance safety, streamline enforcement, and align with the latest national code standards, the City has prepared comprehensive updates to key building and zoning provisions. These include changes to mechanical systems, property maintenance, fire safety, energy storage, and hazardous materials, as well as pool safety regulations.

The proposed ordinance formally adopts two documents, Exhibit A and Exhibit B, which have been declared public records in accordance with A.R.S. § 9-802.

DISCUSSION:

Ordinance No. 625 N.S. includes:

- Adoption of the City of Tolleson Supplemental Building and Zoning Code Amendments 2025 (Exhibit A), which:
 - Updates to the 2024 editions of the International Mechanical, Property Maintenance, and Fire Codes.
 - Implements detailed provisions for ammonia refrigeration, emergency responder systems, and hazardous material documentation (HMMP and HMIS).
 - Introduces new gate access requirements and clarified enforcement standards for fire apparatus access and fire hydrant placement.
 - Sets fire safety inspection expectations, air replenishment standards, and enforcement tools for high-risk occupancies.
- Adoption of the Swimming Pool Program Procedures & Standard Details (Exhibit B), including residential pool barrier, enclosure, and inspection requirements

Penalties:

Violations are subject to civil penalties ranging from \$250 to \$2,500. Offenders with three or more violations within a 24-month period may be classified as habitual offenders and subject to criminal prosecution with penalties of up to six months in jail, \$2,500 in fines, and/or probation. Civil enforcement options are also authorized

Emergency Clause:

To ensure timely enforcement of life safety standards, this ordinance is declared an emergency and will take effect on July 1, 2025.

BUDGET IMPACT:

No additional fiscal impact is anticipated. Enforcement and implementation will be managed by existing personnel in the Fire and Police Departments.

RECOMMENDATION:

Staff recommends the City Council adopt Ordinance No. 625 N.S.

ATTACHMENTS:

1. Ord 625 N.S. Tolleson Supplemental International Building Code 06 24 25

ORDINANCE NO. 625 N.S.

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF TOLLESON, ARIZONA, DECLARING THE DOCUMENTS ENTITLED, “THE CITY OF TOLLESON SUPPLEMENTAL BUILDING AND ZONING CODE AMENDMENTS 2025” AND “THE CITY OF TOLLESON SWIMMING POOL PROGRAM PROCEDURES & STANDARD DETAILS” AS PUBLIC RECORDS; ADOPTING THE “CITY OF TOLLESON SUPPLEMENTAL BUILDING AND ZONING CODE AMENDMENTS 2025” ATTACHED HERETO AS EXHIBIT A BY REFERENCE AS AN AMENDMENT TO THE CITY OF TOLLESON CODE, AMENDING THE CODE OF THE CITY OF TOLLESON, ARIZONA, ZONING CODE CHAPTER 12 LAND USAGE BY AMENDING ARTICLE 12-1 BUILDING REGULATIONS; CONSTRUCTION; AMENDING INTERNATIONAL CODES, SECTIONS 12-1-20(A)(5) INTERNATIONAL MECHANICAL CODE, 2024 EDITION BY AMENDING CHAPTER 11 REFRIGERATION, SECTION 1101 GENERAL, 1101.1.2 AMMONIA REFRIGERANT; ADOPTING SECTION 12-1-20(A)(9) INTERNATIONAL PROPERTY MAINTENANCE CODE, 2024 EDITION, WITH AMENDMENTS; ADOPTING SECTION 12-1-20(A)(10) THE CITY OF TOLLESON SWIMMING POOL PROGRAM PROCEDURES & STANDARD DETAILS ATTACHED HERETO AS EXHIBIT B BY REFERENCE; ADOPTING SECTION 12-1-20(A)(11) INTERNATIONAL FIRE CODE, 2024 EDITION, WITH AMENDMENTS AND EXCEPTIONS; ALL RELATED TO THE ADOPTION OF BUILDING AND ZONING CODE UPDATES; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING PENALTIES; DECLARING AN EMERGENCY AND SETTING AN EFFECTIVE DATE.

WHEREAS, the City Council desires to amend certain Land Use regulations and Building Code requirements in order to promote economic development opportunities while protecting public health, safety, and welfare within the City; and

WHEREAS, that certain document known as “The City of Tolleson Supplemental Building and Zoning Code Amendments 2025,” of which at least three (3) paper copies or one (1) paper copy and one (1) electronic copy are on file with the City Clerk for the City of Tolleson in compliance with A.R.S. § 9-802, as amended, is hereby declared a public record and at all times shall be kept available for public use and inspection; and

WHEREAS, that certain document known as “The City of Tolleson Swimming Pool Program Procedures & Standard Details,” of which at least three (3) paper copies or one (1) paper copy and one (1) electronic copy are on file with the City Clerk for the City of Tolleson in compliance with A.R.S. § 9-802, as amended, is hereby declared a public record and at all times shall be kept available for public use and inspection; and

WHEREAS, the City Council hereby desires to adopt the City of Tolleson Supplemental Building and Zoning Code Amendments 2025 and The City of Tolleson Swimming Pool Program Procedures & Standard Details as provided in this Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF TOLLESON, ARIZONA, AS FOLLOWS:

Section 1. In General.

The City of Tolleson City Code is hereby amended by amending the City of Tolleson, Arizona, Zoning Code Chapter 12 Land Usage by amending 12-1 Building Regulations; Construction; International Codes, Sections 12-1-20(A)(5) International Mechanical Code, 2024 Edition, by amending Chapter 11 Refrigeration, Section 1101 General, 1101.1.2 Ammonia Refrigerant; adopting 12-1-20(A)(9) International Property Maintenance Code, 2024 Edition, with amendments; adopting Section 12-1-20(A)(10) The City of Tolleson Swimming Pool Program Procedures & Standard Details, which document is hereby adopted and incorporated by reference as set forth in Exhibit B; and by adopting Section 12-1-20(A)(11) International Fire Code, 2024 Edition, with amendments and exceptions; to read as set forth in that certain document entitled, "The City of Tolleson Supplemental Building and Zoning Code Amendments 2025," which document is hereby adopted and incorporated by reference as set forth in Exhibit A.

Section 2. Providing for Repeal of Conflicting Ordinances.

All ordinances and parts of ordinances in conflict with the provisions of this Ordinance or any part of the Code adopted herein by reference are hereby repealed.

Section 3. Providing for Severability.

If any section, subsection, sentence, clause, phrase, or portion of this Ordinance or any part of the Code adopted herein by reference is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

Section 4. Providing for Penalties.

A. As stated in Chapter 12 Land Usage: Compliance with the zoning ordinance shall be enforced pursuant to the City Code of the City of Tolleson § 12-1-23 and as generally stated therein violators may be subject to the following:

- (1) Any person that violates any provision of the zoning code and/or building codes shall be subject to a civil penalty of a minimum of \$250 base fine, up to a maximum of \$2,500 for the first violation, a minimum of \$300 base fine, up to a maximum of \$2,500 for a second violation, and a minimum of \$350 base fine, up to a maximum of \$2,500 for a third violation in any 24-month period. The dates of the offenses are the determining factor for calculating the 24-month period.

- (2) A person found to be responsible for three or more civil violations of the zoning code and/or building codes within any 24-month period shall be deemed to be a habitual offender. Responsibility may be determined by admission, by default judgment or by judgment after hearing. The dates of the offenses are the determining factor for calculating the 24-month period.
- (3) The Chief of Police at the request of the Chief Building Official may seek the issuance of a complaint by the Tolleson City Prosecutor for criminal prosecution of a habitual offender or any person who commits a criminal offense as set forth in § 12-1-23. Every criminal action and proceeding under § 12-1-23 shall be commenced and prosecuted in accordance with the laws of the State of Arizona relating to misdemeanors and the Arizona Rules of Criminal Procedure. Criminal penalties may include (1) Upon conviction of a person for a criminal offense, including the habitual offender provisions set forth above, the Court may impose any combination of the following. (i) A sentence of incarceration not to exceed six months in jail. (ii) A base fine not to exceed \$2,500, exclusive of penalty assessments prescribed by law. (iii) A term of probation.

B. Nothing provided herein shall be construed to limit the authority or ability of the city to seek civil injunctions to prohibit violations of this chapter or any other lawful remedy, in addition to the criminal penalties set forth in this chapter.

Section 5. Emergency & Effective Date.

The City has determined that it is in the best interest of the City and necessary for the immediate preservation of the public peace, health, and safety that this Ordinance take effect prior to the expiration of the 30-day referendum period. The City declares that an emergency exists and that this Ordinance shall take effect on July 1, 2025.

PASSED AND ADOPTED by the Mayor and Council of the City of Tolleson, Arizona, on this 24th day of June, 2025.

Juan F. Rodriguez, Mayor

ATTEST: _____
Crystal Zamora, City Clerk

APPROVED AS TO FORM: _____
Justin Pierce, City Attorney

EXHIBIT A:

CITY OF TOLLESON

SUPPLEMENTAL BUILDING AND ZONING CODE AMENDMENTS 2025

The City of Tolleson City Code is hereby amended by amending the City of Tolleson, Arizona, Zoning Code Chapter 12 Land Usage by amending 12-1 Building Regulations; Construction; International Codes to read as follows (new text in ALL CAPS; deletions in ~~strikethrough~~):

CHAPTER 12 Land Usage

Article 12-1 Building Regulations; Construction

* * *

International Codes

(A) The following codes are hereby adopted and made of a part of this article the same as though the codes were specifically set forth in full herein.

* * *

(5) The International Mechanical Code, 2024 Edition, as published by the International Code Council, Inc., with amendments and exclusions as follows:

* * *

(H) THE TEXT OF SECTION 1101.1.2 AMMONIA REFRIGERANT, IS HEREBY DELETED IN ITS ENTIRETY AND REPLACED AS FOLLOWS:

[A] SECTION 1101.1.2 AMMONIA REFRIGERANT. REFRIGERATION SYSTEMS USING AMMONIA REFRIGERANT AND THE BUILDINGS IN WHICH SUCH SYSTEMS ARE INSTALLED SHALL COMPLY WITH THE MOST CURRENT IAR STANDARDS AND SHALL NOT BE REQUIRED TO COMPLY WITH THIS CHAPTER.

* * *

(9) THE INTERNATIONAL PROPERTY MAINTENANCE CODE, 2024 EDITION, AS PUBLISHED BY THE INTERNATIONAL CODE COUNCIL, INC., WITH AMENDMENTS AND EXCLUSIONS AS FOLLOWS:

(A) THE TEXT OF SECTION 101.1 TITLE, IS HEREBY DELETED IN ITS ENTIRETY AND REPLACED AS FOLLOWS:

[A] SECTION 101. TITLE. THESE REGULATIONS SHALL BE KNOWN AS THE PROPERTY MAINTENANCE CODE OF CITY OF TOLLESON, HEREINAFTER REFERRED TO AS "THIS CODE."

(10) THE CITY OF TOLLESON SWIMMING POOL PROGRAM PROCEDURES & STANDARD DETAILS, AS PUBLISHED BY THE CITY OF TOLLESON.

(11) THE INTERNATIONAL FIRE CODE, 2024 EDITION, AS PUBLISHED BY THE INTERNATIONAL CODE COUNCIL, INC., WITH AMENDMENTS AND EXCLUSIONS AS FOLLOWS:

(A) THE FOLLOWING APPENDICES ARE HEREBY ADOPTED BY THE CITY OF TOLLESON AS PART OF THE INTERNATIONAL FIRE CODE, 2024 EDITION:

1. APPENDIX A: BOARD OF APPEALS
2. APPENDIX B: FIRE-FLOW REQUIREMENTS FOR BUILDINGS
3. APPENDIX C: FIRE HYDRANT LOCATIONS AND DISTRIBUTION
4. APPENDIX D: FIRE APPARATUS ACCESS ROADS;
5. APPENDIX E: HAZARD CATEGORIES;
6. APPENDIX F: HAZARD RANKING;
7. APPENDIX H: HAZARDOUS MATERIALS MANAGEMENT PLAN (HMMP) AND HAZARDOUS MATERIALS INVENTORY STATEMENT (HMIS) INSTRUCTIONS;
8. APPENDIX I. FIRE PROTECTION SYSTEMS – NONCOMPLIANT CONDITIONS;
9. APPENDIX J. BUILDING INFORMATION SIGN;
10. APPENDIX K: CONSTRUCTION REQUIREMENTS FOR EXISTING AMBULATORY CARE FACILITIES;
11. APPENDIX L: REQUIREMENTS FOR FIRE FIGHTER AIR REPLENISHMENT SYSTEMS;
12. APPENDIX N. INDOOR TRADE SHOWS AND EXHIBITIONS;
13. APPENDIX P: REGIONAL WIRELESS COOPERATIVE, POLICIES AND PROCEDURES

(B) THE FOLLOWING APPENDICES ARE EXCLUDED AND NOT ADOPTED IN THE TOLLESON ADOPTION OF THE INTERNATIONAL FIRE CODE, 2024 EDITION:

1. APPENDIX G: CRYOGENIC FLUIDS—WEIGHT AND VOLUME EQUIVALENTS

2. APPENDIX M: HIGH-RISE BUILDINGS—RETROACTIVE AUTOMATIC SPRINKLER REQUIREMENT

3. APPENDIX O: VALET TRASH AND RECYCLING COLLECTION IN GROUP R-2 OCCUPANCIES

(C) THE INTERNATIONAL FIRE CODE, 2024 EDITION, AS ADOPTED BY THE CITY OF TOLLESON, IS AMENDED BY ADDING AND/OR AMENDING THE LANGUAGE OF THE INTERNATIONAL FIRE CODE, 2024 EDITION TO READ AS FOLLOWS:

THE FIRE CHIEF OF THE CITY OF TOLLESON, WITH INPUT AND ASSISTANCE FROM TOLLESON BUILDING OFFICIALS, IS AUTHORIZED TO ADOPT AND ENFORCE NATIONALLY RECOGNIZED STANDARDS OR REQUIREMENTS APPLICABLE IN THE CITY OF TOLLESON AS A SUPPLEMENT TO THE CURRENTLY ADOPTED FIRE CODE FOR THE CITY OF TOLLESON. THE STANDARDS ADOPTED MAY BE UPDATED FROM TIME TO TIME AS DETERMINED BY THE FIRE CHIEF. IN THE EVENT OF ANY CONFLICT OR DIFFERENCES BETWEEN THE CURRENT FIRE CODE AND THE ADOPTED STANDARDS, THE PROVISIONS OF THE FIRE CODE SHALL APPLY.

CHAPTER 1 SCOPE AND ADMINISTRATION

SECTION 101 SCOPE AND GENERAL REQUIREMENTS

101.1 TITLE. "City of Tolleson" is inserted as the name of jurisdiction.

101.2.1 APPENDICES. the following appendices are adopted by the City of Tolleson:

* * *

SECTION 109 INSPECTIONS

* * *

109.5 SPECIAL INSPECTIONS. THE FIRE CODE OFFICIAL IS AUTHORIZED TO APPOINT QUALIFIED PERSONS OR AGENCIES HAVING SPECIAL TECHNICAL SKILLS AS SPECIAL INSPECTORS OR PLAN REVIEWERS AND ACCEPT THEIR INSPECTION, PLAN REVIEW AND EVALUATION OF SPECIALIZED FIRE PROTECTION EQUIPMENT OR SYSTEMS.

* * *

SECTION 110 MAINTENANCE

* * *

110.1.1 MAINTENANCE OF SAFEGUARDS SHALL BE COMPLETED BY "QUALIFIED INDIVIDUALS", WHO SHALL FORWARD A REPORT OF INSPECTION TO THE FIRE

CODE OFFICIAL UPON COMPLETION. FIRE SYSTEM ANNUAL MAINTENANCE INSPECTION REPORTS SHALL BE SUBMITTED THROUGH THE WEB-BASED THIRD-PARTY REPORTING SERVICE, THE COMPLIANCE ENGINE.

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SECTION 113 VIOLATIONS

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113.4.2 ABATEMENT OF ENVIRONMENTAL, HEALTH, FIRE OR LIFE SAFETY HAZARDS BY FIRE CODE OFFICIAL. IF ANY PERSON FAILS TO COMPLY WITH THE ORDERS OF THE FIRE CODE OFFICIAL, OR IF THE FIRE CODE OFFICIAL IS UNABLE TO LOCATE THE OWNER, OPERATOR, OCCUPANT OR OTHER PERSON RESPONSIBLE WITHIN A REASONABLE TIME, THE FIRE CODE OFFICIAL OR ANY AUTHORIZED REPRESENTATIVE MAY TAKE SUCH STEPS AS ARE NECESSARY TO ABATE THE HAZARD FOR THE PROTECTION AND SAFETY OF THE PUBLIC. IN NO EVENT IS NOTICE NECESSARY BEFORE ABATEMENT, WHEN THE HAZARD IS A CLEAR AND PRESENT DANGER TO THE PUBLIC WELFARE. ALL COSTS AND ATTORNEY FEES RELATED TO SUCH ABATEMENT SHALL BECOME A LIEN ON THE SUBJECT PROPERTY.

CHAPTER 2 DEFINITIONS

SECTION 202 GENERAL DEFINITIONS

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AUTHORIZED EMERGENCY VEHICLE IS ANY OF THE FOLLOWING, PER A.R.S. § 28-101:

1. A FIRE DEPARTMENT VEHICLE,
2. A POLICE VEHICLE,
3. AN AMBULANCE OR EMERGENCY VEHICLE OF A MUNICIPAL DEPARTMENT OR PUBLIC SERVICE CORPORATION THAT IS DESIGNATED OR AUTHORIZED BY THE DEPARTMENT OR A LOCAL AUTHORITY, OR ANY OTHER AMBULANCE, FIRE TRUCK OR RESCUE VEHICLE THAT IS AUTHORIZED BY THE DEPARTMENT IN ITS SOLE DISCRETION AND THAT MEETS LIABILITY INSURANCE REQUIREMENTS PRESCRIBED BY THE DEPARTMENT.

* * *

FIRE HAZARD: IS ANYTHING OR ACT WHICH INCREASES OR COULD CAUSE AN INCREASE OF THE HAZARD OR MENACE OF FIRE TO A GREATER DEGREE THAN THAT CUSTOMARILY RECOGNIZED AS NORMAL BY PERSONS IN THE PUBLIC SERVICE REGULARLY ENGAGED IN PREVENTING, SUPPRESSING OR EXTINGUISHING FIRE OR ANYTHING OR ACT WHICH COULD OBSTRUCT, DELAY, HINDER OR INTERFERE WITH THE OPERATION OF THE FIRE DEPARTMENT OR THE EGRESS OF OCCUPANTS IN THE EVENT OF FIRE.

* * *

FIRE RISK ANALYSIS: AN ANALYTICAL PROCESS OR REVIEW CONDUCTED BY THE FIRE CODE OFFICIAL IN ACCORDANCE WITH NATIONALLY RECOGNIZED STANDARDS; SUCH AS NFPA 101; 101A; 550; 551; OR 1142; ICC IUEWIC; AND ISO EVALUATION CRITERIA TO DETERMINE MINIMUM LEVELS OF FIRE PROTECTION REQUIREMENTS BASED UPON THE RISK ASSOCIATED WITH THE SUBJECT MATTER, WHERE NOT SPECIFICALLY DETAILED IN THIS CODE OR WHEN AN APPLICATION REQUESTING A REDUCTION OR MODIFICATION TO THIS CODE IS RECEIVED.

THE FIRE CODE OFFICIAL SHALL TAKE INTO CONSIDERATION FIRE SCENARIOS AND THEIR PROBABILITY OF OCCURRENCE AND OR POTENTIAL CONSEQUENCES. ITEMS TO CONSIDER IN THE FIRE RISK ANALYSIS PROCESS OR REVIEW MAY INCLUDE; DISTANCES TO FIRE STATIONS; AVAILABLE FIRE APPARATUS AND FIRST RESPONDERS; FIRE PROTECTION SYSTEMS; WILDLAND INTERFACE; BUILDING AND OCCUPANCY TYPES; HAZARDOUS MATERIALS; WATER SUPPLIES; AND OTHER PERTINENT INFORMATION DETAILING THE SUBJECT MATTER BEING CONSIDERED FOR MODIFICATION OR REDUCTION OF FIRE CODE PRESCRIPTIONS.

* * *

OCCUPANCY HAZARD CLASSIFICATIONS: CRITICAL HAZARD OCCUPANCIES: THOSE OCCUPANCIES THAT HAVE VITAL ASSETS, SYSTEMS, NETWORKS, OR STRUCTURES WHOSE DAMAGE OR DESTRUCTION WOULD HAVE A DEBILITATING EFFECT ON THE COMMUNITY. THIS CLASSIFICATION INCLUDES BUT IS NOT LIMITED TO, THE FOLLOWING:

- POWER PLANTS
- WATER TREATMENT FACILITIES
- PUBLIC SAFETY BUILDINGS
- SPECIAL FACILITIES UNIQUE TO THE COMMUNITY

HIGH HAZARD OCCUPANCIES: THIS CLASSIFICATION INCLUDES BUT IS NOT LIMITED TO, THE FOLLOWING:

- SCHOOLS
- PLACES OF ASSEMBLY
- HOSPITALS
- NURSING HOMES
- ADULT CARE FACILITIES
- FACILITIES THAT USE, STORE OR HANDLE HAZARDOUS MATERIALS IN QUANTITIES BEYOND WHAT IS CUSTOMARY FOR MAINTENANCE OF THE OCCUPANCY
- FACILITIES WITH FLAMMABLE OR COMBUSTIBLE LIQUIDS, COMPRESSED GASES, OR EXPLOSIVE MATERIALS IN REPORTABLE QUANTITIES
- FACILITIES WITH A LARGE IMPACT ON THE COMMUNITY IF LOST OR INTERRUPTED BY A FIRE OR EXPLOSION
- HIGH RISE OCCUPANCIES

MEDIUM HAZARD OCCUPANCIES: THIS CLASSIFICATION INCLUDES BUT IS NOT LIMITED TO, THE FOLLOWING:

- RESIDENTIAL CARE FACILITIES
- STORE, USE OR HANDLE HAZARDOUS MATERIALS IN LESS THAN REPORTABLE QUANTITIES OR USE, STORE OR HANDLE FLAMMABLE OR COMBUSTIBLE LIQUIDS IN LESS THAN REPORTABLE QUANTITIES
- RESTAURANTS

LOW HAZARD OCCUPANCIES: THIS CLASSIFICATION INCLUDES BUT IS NOT LIMITED TO THE FOLLOWING:

- SMALL BUSINESS MERCANTILE TYPE OCCUPANCIES

* * *

QUALIFIED PERSON. ONE WHO, BY POSSESSION OF A RECOGNIZED DEGREE, CERTIFICATE, OR PROFESSIONAL STANDING, OR WHO BY EXTENSIVE KNOWLEDGE, TRAINING, AND EXPERIENCE, HAS SUCCESSFULLY DEMONSTRATED TO THE AHJ HIS/HER ABILITY TO SOLVE OR RESOLVE PROBLEMS RELATING TO THE SUBJECT MATTER, THE WORK, OR THE PROJECT.

* * *

CHAPTER 5 FIRE SERVICE FEATURES

* * *

503 FIRE APPARATUS ACCESS ROADS

503.1.1 BUILDINGS AND FACILITIES APPROVED FIRE APPARATUS ACCESS ROADS SHALL BE PROVIDED FOR EVERY FACILITY, BUILDING OR PORTION OF A BUILDING HEREAFTER CONSTRUCTED OR MOVED INTO OR WITHIN THE JURISDICTION. THE FIRE APPARATUS ACCESS ROAD SHALL COMPLY WITH THE REQUIREMENTS OF THIS SECTION AND SHALL EXTEND TO WITHIN 150 FEET (46 M) OF ALL PORTIONS OF THE FACILITY AND ALL PORTIONS OF THE EXTERIOR WALLS OF THE FIRST STORY OF THE BUILDING AS MEASURED BY AN APPROVED ROUTE AROUND THE EXTERIOR OF THE BUILDING OR FACILITY.

EXCEPTIONS:

1. THE FIRE CODE OFFICIAL IS AUTHORIZED TO INCREASE THE DIMENSION TO 350 FEET (107 M) WHERE ANY OF THE FOLLOWING CONDITIONS OCCUR:

1.1 THE BUILDING IS EQUIPPED THROUGHOUT WITH AN APPROVED AUTOMATIC SPRINKLER SYSTEM INSTALLED IN ACCORDANCE WITH SECTION 903.3.1.1, 903.3.1.2 OR 903.3.1.3.

1.2 FIRE APPARATUS ACCESS ROADS CANNOT BE INSTALLED BECAUSE OF LOCATION ON PROPERTY, TOPOGRAPHY, WATERWAYS, NONNEGOTIABLE GRADES OR OTHER SIMILAR CONDITIONS, AND AN APPROVED ALTERNATIVE MEANS OF FIRE PROTECTION IS PROVIDED.

1.3 THERE ARE NOT MORE THAN TWO GROUP R-3 OR GROUP U OCCUPANCIES.

2. WHERE APPROVED BY THE FIRE CODE OFFICIAL, FIRE APPARATUS ACCESS ROADS SHALL BE PERMITTED TO BE EXEMPTED OR MODIFIED FOR SOLAR PHOTOVOLTAIC POWER GENERATION FACILITIES.

3. FACILITIES EQUIPPED WITH AN AUTOMATIC STAND-PIPE SYSTEM IN ACCORDANCE WITH SECTION 905.

503.1.2 ADDITIONAL ACCESS

503.1.2.1 WIDTH. TEMPORARY FIRE APPARATUS ACCESS ROADS SHALL BE A MINIMUM OF 26 FEET IN WIDTH.

503.1.2.2 SURFACE. THE ACCESS ROADWAY SURFACE IS USABLE IN ALL WEATHER CONDITIONS. TEMPORARY FIRE APPARATUS ACCESS ROADS SHALL BE CONSTRUCTED AS FOLLOWS: MINIMUM 6 INCHES OF NATIVE SOIL COMPACTED TO 95% OF STANDARD PROCTOR DENSITY (ASTM D698), AND MINIMUM 4 INCHES OF AGGREGATE BASE COMPACTED TO 100% OF STANDARD PROCTOR DENSITY (ASTM D698). THE SURFACE OF TEMPORARY FIRE APPARATUS ACCESS ROADS MAY DIFFER FROM THE ABOVE REQUIREMENTS IF IT IS SHOWN THAT THE SURFACE PROVIDED IS SUFFICIENT TO SUPPORT AN IMPOSED LIVE LOAD OF 75,000 POUNDS WITH A MAXIMUM AXLE LOAD OF 24,000 POUNDS.

503.1.2.3 STABILIZATION. CURBS ARE NOT REQUIRED FOR TEMPORARY FIRE APPARATUS ACCESS ROADS.

503.2.1 DIMENSIONS

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EXCEPTION: THE FIRE CODE OFFICIAL SHALL HAVE THE AUTHORITY TO APPROVE A DECREASE OR INCREASE IN FIRE APPARATUS ROAD WIDTH OR VERTICAL CLEARANCE.

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503.6.1 FIRE DEPARTMENT ACCESS LIMITING GATES. WHEN REQUIRED BY THE FIRE CODE OFFICIAL, GATES LIMITING ACCESS SHALL BE REQUIRED TO PROVIDE EMERGENCY ACCESS CONTROLS FOR FIRE DEPARTMENT ENTRY.

503.6.2 GATE OPERATIONS. OPERATION OF THE GATE SHALL BE BY PRE-EMPTION DEVICE AND KEY SWITCH.

503.6.3 PERMIT REQUIRED. GATE ACCESS INFORMATION AND SCALE PLANS SHALL BE SUBMITTED TO THE FIRE DEPARTMENT FOR A PERMIT.

503.6.4 MINIMUM INSTALLATION STANDARDS. THE INSTALLATION OF PREEMPTION DEVICES SHALL COMPLY WITH THE FOLLOWING:

1. TRAFFIC PREEMPTION OPENING DEVICE SHALL BE ON ALL MOTORIZED GATES. MODEL TO BE USED SHALL BE SPECIFIED BY THE FIRE DEPARTMENT AT TIME OF INSTALLATION.
2. DETECTORS SHALL BE MOUNTED 8 TO 10 FEET ABOVE GRADE.
3. DETECTORS SHALL BE LOCATED A MINIMUM OF 18 INCHES BEHIND THE GATE ON THE PROPERTY SIDE.

4. DETECTORS SHALL BE MOUNTED ON A SEPARATE 4 INCH BY 4-INCH METAL POST AND NOT ON THE GUIDEPOST. THE METAL POST SHALL BE SECURED IN CONCRETE WITH A MINIMUM OF 18 INCHES BELOW GRADE.
5. DETECTORS SHALL ACTIVATE AT A MINIMUM OF 150 FEET FROM THE GATE.
6. DETECTORS SHALL POINT TOWARD BOTH THE APPROACH AND THE EXIT PATH OF THE EMERGENCY VEHICLE.
7. THE SIGHT PATH OF THE DETECTOR SHALL BE FREE OF VISUAL OBSTRUCTIONS SUCH AS SIGNS, COVERED PARKING, CANOPIES AND VEGETATION.
8. INDIVIDUAL DETECTORS SHALL BE MOUNTED TOGETHER WITH THE POWER MODULE IN A DUAL DETECTOR MOUNTING BOX. DETECTORS SHALL BE APPROVED BY THE FIRE DEPARTMENT. A LIST OF APPROVED DEVICES WILL BE MAINTAINED BY THE FIRE DEPARTMENT AND AVAILABLE TO THE PUBLIC.

503.6.5 GATE ACCESS ROADWAYS. THE GATES SHALL BE DESIGNED SO THAT THE ACCESS ROADWAY OR TURNING RADIUS (WB50) SHALL NOT BE OBSTRUCTED BY THE OPERATION OF THE GATE. MINIMUM SET BACK FROM THE PUBLIC STREETS SHALL BE A DISTANCE DETERMINED BY THE CITY ENGINEER AND ALLOW THE EMERGENCY VEHICLE THE ABILITY TO SAFELY OPERATE THE LOCK BOX OR PANEL. TURNING RADIUS FROM THE PUBLIC STREET SHALL BE WB50.

503.6.6 KEYED ACCESS. THE LOCK BOX, PADLOCK OR KEY SWITCH, MUST BE AN APPROVED MODEL UTILIZED BY THE TOLLESON FIRE DEPARTMENT.

503.6.7 ACCESS CONTROLS. ACCESS CONTROLS SHALL BE EXTERIOR TO THE GATE AND LOCATED FOR ACTIVATION BY THE VEHICLE OPERATOR WITHOUT DISMOUNTING FROM THE VEHICLE. THE HEIGHT OF THE LOCK BOX/CONTROL PANEL SHALL BE SIXTY (60) INCHES TO SIXTY SIX (66) INCHES, MEASURED FROM THE FINISHED GRADE LINE OF THE STREET.

503.6.8 ACCESS SIGNAGE. THE CONTROL PEDESTAL MUST BE IDENTIFIED WITH A MINIMUM SIX (6) INCH BY TEN (10) INCH SIGN WITH WHITE REFLECTIVE LETTERS ON A RED BACKGROUND. THIS SIGN MUST BE SECURELY FASTENED TO THE PEDESTAL AND LEGIBLE FROM THE APPROACHING VEHICLE, AND READ: EMERGENCY FIRE DEPARTMENT ACCESS.

503.6.9 GATE OPERATION. GATES MUST FULLY OPEN WITHIN FIFTEEN (15) SECONDS OF ACTIVATION AND REMAIN IN THE OPEN POSITION FOR THIRTY (30) MINUTES OR UNTIL CLOSED BY THE FIRE DEPARTMENT.

503.6.10 FAIL SAFE OPERATION. BATTERY BACK-UP FOR ALL MOTORIZED GATES IS REQUIRED, UNLESS THE GATE FAILS SAFE (OPEN) IN THE EVENT OF A POWER FAILURE.

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SECTION 507 FIRE PROTECTION WATER SUPPLIES

507.5.2 INSPECTION, TESTING AND MAINTENANCE

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507.5.2.1 HIGH PRESSURE HYDRANTS. WHEN THE WATER SUPPLY PRESSURES EXCEED 150 PSI, THE FIRE HYDRANTS SHALL BE MARKED WITH A WHITE RING WITH BLACK LETTERING THAT STATES HIGH PRESSURE HYDRANT 150 + PSI ON THE 4" CONNECTION.

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SECTION 510 EMERGENCY RESPONDER COMMUNICATIONS ENHANCEMENT SYSTEMS

510.1 EMERGENCY RESPONDER COMMUNICATIONS ENHANCEMENT SYSTEMS IN NEW BUILDINGS

* * *

510.1.1 REGIONAL WIRELESS COOPERATIVE. IN ADDITION TO THE REQUIREMENTS OF SECTION 510, COMPLIANCE WITH APPENDIX "P ' IS REQUIRED.

510.2 EMERGENCY RESPONDER COMMUNICATIONS ENHANCEMENT SYSTEM IN EXISTING BUILDINGS

* * *

510.2.1 REGIONAL WIRELESS COOPERATIVE. IN ADDITION TO THE REQUIREMENTS OF SECTION 510, COMPLIANCE WITH APPENDIX "P ' IS REQUIRED.

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CHAPTER 6 BUILDING SERVICES AND SYSTEMS

SECTION 608 MECHANICAL REFRIGERATION

* * *

608.1.2 AMMONIA REFRIGERATION. REFRIGERATION SYSTEMS USING AMMONIA REFRIGERANT AND THE BUILDINGS IN WHICH SUCH SYSTEMS ARE INSTALLED SHALL COMPLY WITH THE MOST CURRENT IIAR STANDARDS.

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608.7.1 PERIODIC TESTING

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608.7.1.1 MECHANICAL INTEGRITY AUDIT. A COPY OF THE MECHANICAL INTEGRITY AUDIT, INCLUDING A TIMELINE FOR THE CORRECTION OF DEFICIENCIES, SHALL BE SUBMITTED TO THE FIRE CODE OFFICIAL AFTER EACH AUDIT IS COMPLETED.

* * *

608.9 REFRIGERANT DETECTION. FOR REFRIGERANTS OTHER THAN AMMONIA, REFRIGERANT DETECTION SHALL COMPLY WITH SECTION 608.9.1. EVERY AMMONIA REFRIGERATION SYSTEM IN THE CITY OF TOLLESON, REGARDLESS OF SIZE, SHALL HAVE A REFRIGERANT DETECTION SYSTEM IN THE MACHINERY ROOM AND CLIMATE-CONTROLLED AREAS, WITH AN AUDIBLE AND VISIBLE ALARM THAT IS MONITORED BY A THIRD PARTY WHO WILL REPORT AN EMERGENCY TO THE FIRE DEPARTMENT. ON-SITE, REMOTE DISPLAY(S) OF AMMONIA DETECTION SHALL BE PROVIDED OUTSIDE A POTENTIAL INITIAL ISOLATION ZONE, WITH LOCATION(S) AND ACCESS APPROVED BY THE FIRE CODE OFFICIAL.

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CHAPTER 9 FIRE PROTECTION AND LIFE SAFETY SYSTEMS

SECTION 912 FIRE DEPARTMENT CONNECTIONS

* * *

912.2 LOCATION. WITH RESPECT TO HYDRANTS, DRIVEWAYS, BUILDINGS AND LANDSCAPING, FIRE DEPARTMENT CONNECTIONS SHALL BE SO LOCATED THAT FIRE APPARATUS AND HOSES CONNECTED TO SUPPLY THE SYSTEM WILL NOT OBSTRUCT ACCESS TO THE BUILDINGS FOR OTHER FIRE APPARATUS. THE LOCATION OF FIRE DEPARTMENT CONNECTIONS SHALL BE NOT MORE THAN 100 FEET FROM THE CLOSEST IN-SERVICE FIRE HYDRANT, OR AS APPROVED BY THE FIRE CODE OFFICIAL.

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CHAPTER 12 ENERGY SYSTEMS

SECTION 1201 GENERAL

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1201.4 RECOGNIZED STANDARD. THE CITY OF TOLLESON WILL ENFORCE THE LATEST EDITION OF UL 9540 AND NFPA 855, STANDARD FOR THE INSTALLATION OF STATIONARY ENERGY STORAGE SYSTEMS. OTHER STANDARDS MAY BE REQUIRED AS NEEDED BY THE FIRE CODE OFFICIAL.

* * *

SECTION 1207 ELECTRICAL ENERGY STORAGE SYSTEMS (ESS)

* * *

1207.11.1 EQUIPMENT LISTINGS. ESS SHALL BE LISTED AND LABELED IN ACCORDANCE WITH UL 9540. ESS LISTED AND LABELED SOLELY FOR UTILITY OR COMMERCIAL USE SHALL NOT BE USED FOR RESIDENTIAL APPLICATIONS.

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1207.11.8 VENTILATION.

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1207.11.8.1 TOXIC AND HIGHLY TOXIC GAS. ENERGY STORAGE SYSTEMS THAT HAVE THE POTENTIAL TO RELEASE TOXIC OR HIGHLY TOXIC GAS DURING CHARGING, DISCHARGING AND NORMAL USE CONDITIONS SHALL NOT BE INSTALLED WITHIN GROUP R-3 OR R-4 OCCUPANCIES.

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CHAPTER 50 HAZARDOUS MATERIALS—GENERAL PROVISIONS

SECTION 5001 GENERAL

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5001.5.1 HAZARDOUS MATERIALS MANAGEMENT PLAN. WHERE REQUIRED BY THE FIRE CODE OFFICIAL, EACH APPLICATION FOR A PERMIT SHALL INCLUDE A HAZARDOUS MATERIALS MANAGEMENT PLAN (HMMP). THE HMMP SHALL INCLUDE A FACILITY SITE PLAN AND INCLUDE THE INFORMATION SET FORTH

BELOW. HMMP SHALL BE SUBMITTED ANNUALLY OR MORE OFTEN IF THE HAZARDOUS MATERIAL AMOUNTS CHANGE BY GREATER THAN 10% IN ANY SINGLE CATEGORY OR OVERALL. HMMP SHALL BE SUBMITTED ELECTRONICALLY IN A FORMAT ACCEPTABLE TO THE TOLLESON FIRE DEPARTMENT. THE SUBMITTAL SHALL BE REQUIRED TO DETERMINE FIRE CODE PERMITTING CRITERIA FOR STORAGE, USE, AND/OR HANDLING OF HAZARDOUS MATERIALS WITHIN THE CITY OF TOLLESON. ANY ELECTRONIC SUBMITTAL IS ACCEPTABLE AS LONG AS THE DATA WILL IMPORT OR INTERFACE WITH THE SOFTWARE PROGRAM CURRENTLY BEING USED BY THE FIRE DEPARTMENT. ELECTRONIC REPORTING SHALL BE REQUIRED FOR ALL NEW AND EXISTING FACILITIES UPON PERMIT RENEWAL.

1. STORAGE AND USE AREAS.
2. MAXIMUM AMOUNT OF EACH MATERIAL STORED OR USED IN EACH AREA.
3. RANGE OF CONTAINER SIZES.
4. LOCATIONS OF EMERGENCY ISOLATION AND MITIGATION VALVES AND DEVICES.
5. PRODUCT CONVEYING PIPING CONTAINING LIQUIDS OR GASES, OTHER THAN UTILITY-OWNED FUEL GAS LINES AND LOW-PRESSURE FUEL GAS LINES.
6. ON AND OFF POSITIONS OF VALVES FOR VALVES THAT ARE OF THE SELF-INDICATING TYPE.
7. STORAGE PLAN SHOWING THE INTENDED STORAGE ARRANGEMENT, INCLUDING THE LOCATION AND DIMENSIONS OF AISLES.
8. THE LOCATION AND TYPE OF EMERGENCY EQUIPMENT. THE PLANS SHALL BE LEGIBLE AND DRAWN APPROXIMATELY TO SCALE. SEPARATE DISTRIBUTION SYSTEMS ARE ALLOWED TO BE SHOWN ON SEPARATE PAGES.
9. EMERGENCY EXITS.

5001.5.2 HAZARDOUS MATERIALS INVENTORY STATEMENT (HMIS). WHERE REQUIRED BY THE FIRE CODE OFFICIAL, AN APPLICATION FOR A PERMIT SHALL INCLUDE AN HMIS, SUCH AS SARA (SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT OF 1986) TITLE III, TIER II REPORT, OR OTHER APPROVED

STATEMENT. THE HMIS SHALL INCLUDE THE INFORMATION SET FORTH BELOW. A HMIS SHALL BE SUBMITTED ANNUALLY OR MORE OFTEN IF THE HAZARDOUS MATERIAL AMOUNTS CHANGE BY GREATER THAN 10% IN ANY SINGLE CATEGORY OR OVERALL. HMIS SHALL BE SUBMITTED ELECTRONICALLY IN A FORMAT ACCEPTABLE TO THE TOLLESON FIRE DEPARTMENT. THE SUBMITTAL SHALL BE REQUIRED TO DETERMINE FIRE CODE PERMITTING CRITERIA FOR STORAGE, USE, AND/OR HANDLING OF HAZARDOUS MATERIALS WITHIN THE CITY OF TOLLESON. ANY ELECTRONIC SUBMITTAL IS ACCEPTABLE AS LONG AS THE DATA WILL IMPORT OR INTERFACE WITH THE SOFTWARE PROGRAM CURRENTLY BEING USED BY THE FIRE DEPARTMENT. ELECTRONIC REPORTING SHALL BE REQUIRED FOR ALL NEW AND EXISTING FACILITIES UPON PERMIT RENEWAL.

1. MANUFACTURER'S NAME.
2. CHEMICAL NAME, TRADE NAMES, HAZARDOUS INGREDIENTS.
3. HAZARD CLASSIFICATION.
4. SDS OR EQUIVALENT.
5. UNITED NATIONS (UN), NORTH AMERICA (NA) OR THE CHEMICAL ABSTRACT SERVICE (CAS) IDENTIFICATION NUMBER.
6. MAXIMUM QUANTITY STORED OR USED ON SITE AT ONE TIME.
7. STORAGE CONDITIONS RELATED TO THE STORAGE TYPE, TEMPERATURE AND PRESSURE.
8. LOCATION WHERE STORED OR USED.

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CHAPTER 57 FLAMMABLE AND COMBUSTIBLE LIQUIDS

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SECTION 5704 STORAGE.

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5704.2.13.1.4 TANKS ABANDONED IN PLACE. THE ABANDONMENT OF TANKS IN PLACE SHALL BE PROHIBITED WITHIN THE ENTIRE CITY OF TOLLESON.

EXHIBIT B:

CITY OF TOLLESON

SWIMMING POOL PROGRAM PROCEDURES & STANDARD DETAILS

[SEE NEXT PAGES]



Department of Safety Services

Swimming Pool Program

Procedures & Standard Details

CITY OF TOLLESON

SWIMMING POOL

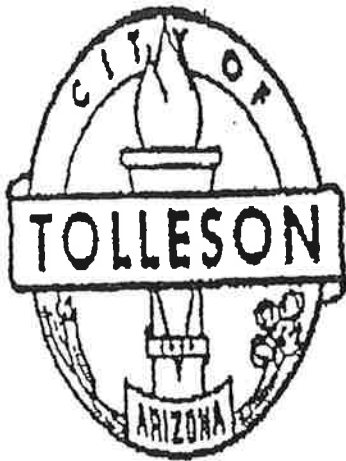
PROTECTIVE ENCLOSURE STANDARDS

Private swimming pool along with incidental installations, such as pumps and filters, provided the following standards are met and maintained. Pool/spa will not be approved for plaster and water until enclosure place and secured.

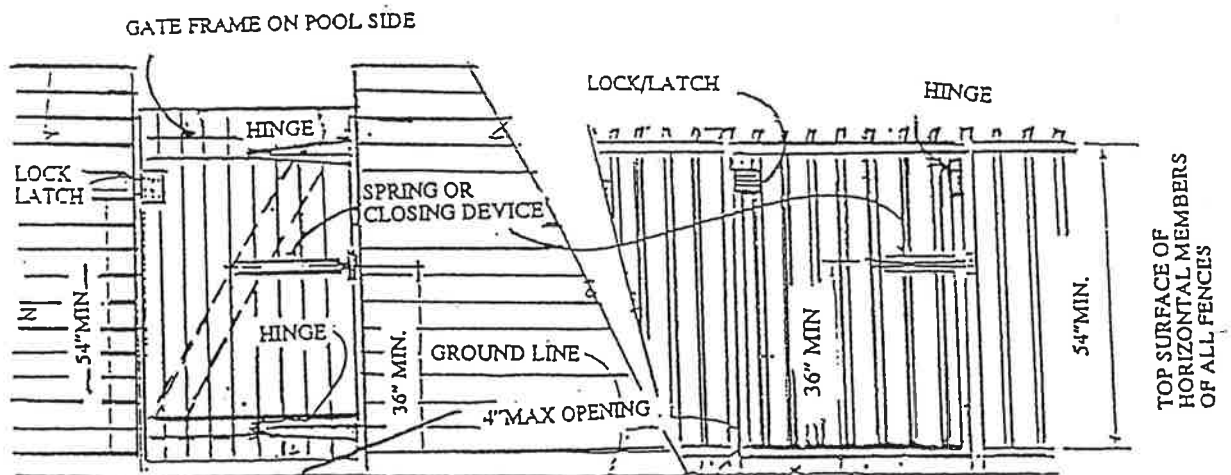
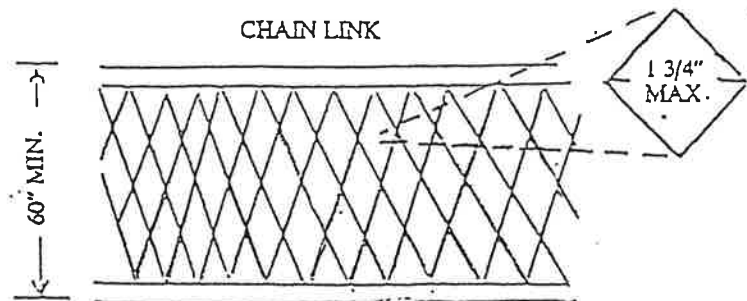
- (1) Such pool and incidental installations are located in other than the required front yard and completely enclosed by a solid wall or protective fence of not less than 5 feet in height.(SEE DETAIL 94-001 & 94-002)
- (2) Such pools are set back from side property lines a distance of not less than 5 feet.
- (3) Residential structure walls containing exterior entry doors and/or windows may be used in meeting the pool enclosure requirements only by meeting the following standards:
 - (A) Doors. All doors leading from a dwelling unit or accessory building directly into a self-latching and shall be equipped with a locking device . when a simple latch is used, the release mechanism for the latch, or a secondary locking device shall be located not less than 54 inches above the floor. A locking latch which uses a key, electronic opener, or integral combination lock may be located at any height on the door. Sliding doors shall not form part of a required barrier unless the self-closing and self-latching mechanism is specifically approved by the Chief Building Official for this purpose. (SEE DETAIL 94-003)
 - (B) Windows. Emergency escape or rescue windows in bedrooms which face swimming pool enclosures shall be equipped with a latching device located not less than 54 inches above the floor. All other openable dwelling unit or accessory building windows facing a swimming pool enclosure shall be equipped with a screwed in-place wire mesh screen, a keyed lock that prevents opening the window more than 4 inches, or latching device located not less than 54 inches off the floor.(SEE DETAIL 94-004 & 94-005)
 - (C) Safety covers. A hard -safety cover which may be latched or locked shall be deemed to meet all barrier requirements of this section for any spa or hot tub which is not more than 8 feet in width at any point.

- (4) For a barrier between pool accessory to that dwelling provided all other portions of the swimming pool enclosure are installed and maintained as required herein. The keyed-pool-cover switch shall be located not less than 54 inches above the floor or adjacent ground level and where the entire pool can be visually inspected during over operation. (SEE DETAIL 94-006)
- (5) Any fence/wall used for pool enclosure may not contain any openings greater than 1-3/4 inches, measured horizontally, that might be used for foothold climbing purposes (e.g., unslatted chain link fence with openings greater than 1-3/4 inches measured horizontally).
- (6) Every opening in a required pool fence/wall shall be provided with a minimum 5 foot high self-closing gate, which shall open outward away from the pool and shall have a self-latching latch or lock in good condition, with the latch/lock placed at least 50 inches above the underlying ground and with the closing device (spring, pneumatic, etc.) at least 36 inches above the underlying ground.
- (7) Any vertical opening or opening at ground level in a pool enclosure fence (e.g., wrought iron) shall be of such size that a spherical object 4 inches in diameter cannot pass through the openings, except that ground level openings to allow for drainage of stormwater cannot measure more than 5-3/4 inches by 5-3 inches.
- (8) Wrought iron or wood barriers or enclosures shall be constructed with at least 54 inches between the top surfaces of the horizontal members. Vehicle\RV gates shall not be permitted in meeting this swimming pool protective requirements
- (9) Prohibited locations of protective enclosures- protective enclosures shall be located at a minimum horizontal distance of fifty-four inches (54") from any equipment, permanent structures, planters, or similar objects that could be used to climb the enclosures. The minimum separation will apply to the exterior of the enclosure but it will also apply to the interior of the enclosure in the case of any fence, or wall, having vertical openings (e.g., wrought iron) that could This provision shall not apply to the area between the pool and the protective enclosure if the protective enclosure is a solid wall with no openings. permit an object inside the barrier to be used to climb the enclosure.

- (10) All fish ponds and other contained bodies of water, either above or below ground level, with the container being 18 inches or more in depth and/or wider than 8 feet at any point measured on the long axis shall conform to the location and enclosure requirements for swimming pools.
- (11) Irrigation and storm water retention facilities and the water features in public parks and golf courses are exempt from the fencing requirements of this provision.
- (12) It is the responsibility of the property owner to ensure that any pool enclosure fence and its appurtenances (e.g., gates, latching devices, locks, etc.) are maintained in safe and good working order. No person shall alter or remove any portion of a swimming pool enclosure except to repair, reconstruct or replace the enclosure in compliance with provisions of this section.
- (13) Repairs and alterations made to swimming pool after July 1994 must obtain a building permit and comply to the following two barrier safety options during repair\ modifications:
- A) swimming pool must be drain and a inspection prior to re-filling the pool must be obtained by the building department.
 - B) A temporary fence must be placed in lieu of permanent barrier to protect pool/spa structure.
- (14) All swimming pool constructed after July 1994 will be subject to barrier requirement compliance inspections. These inspections will be done on a periodical basis to follow-up on barrier safety requirements.



CITY OF TOLLESON BARRIER HEIGHT DETAIL

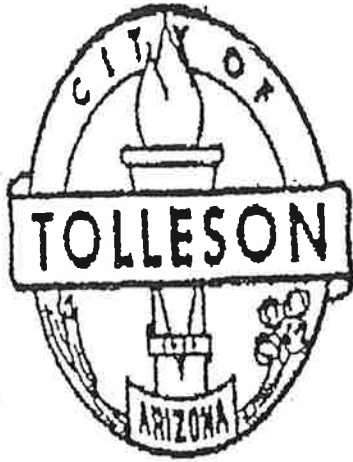


BLOCK WALL\WOOD GATE

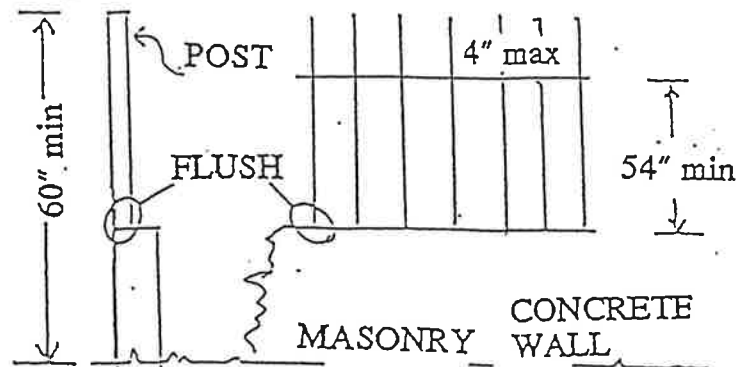
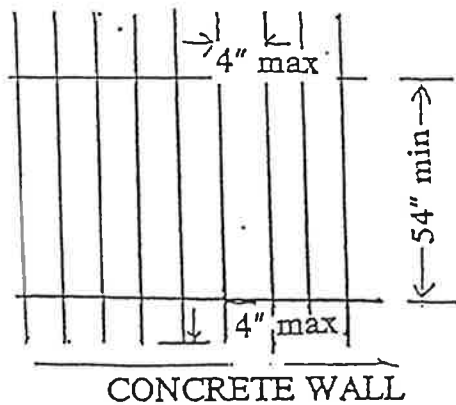
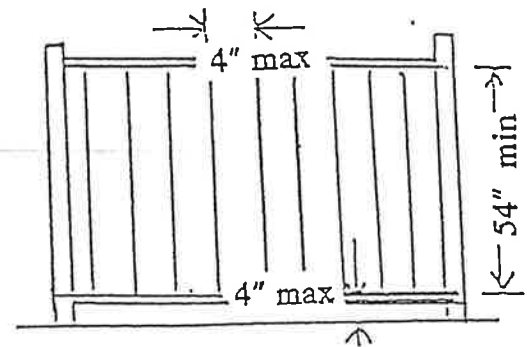
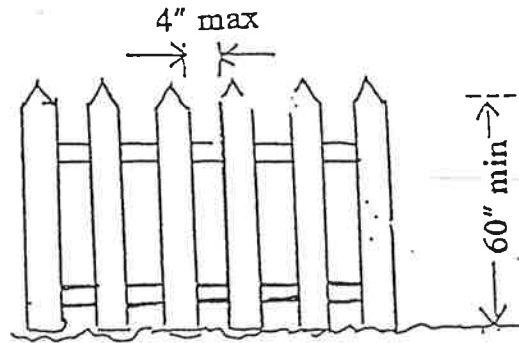
WROUGHT IRON FENCE & GATE

MINIMUM HEIGHT FOR POOL FENCE & GATE IS FIVE (5) FEET
ANY GATE MUST SWING OUT, AWAY FROM POOL

DETAIL #94-001



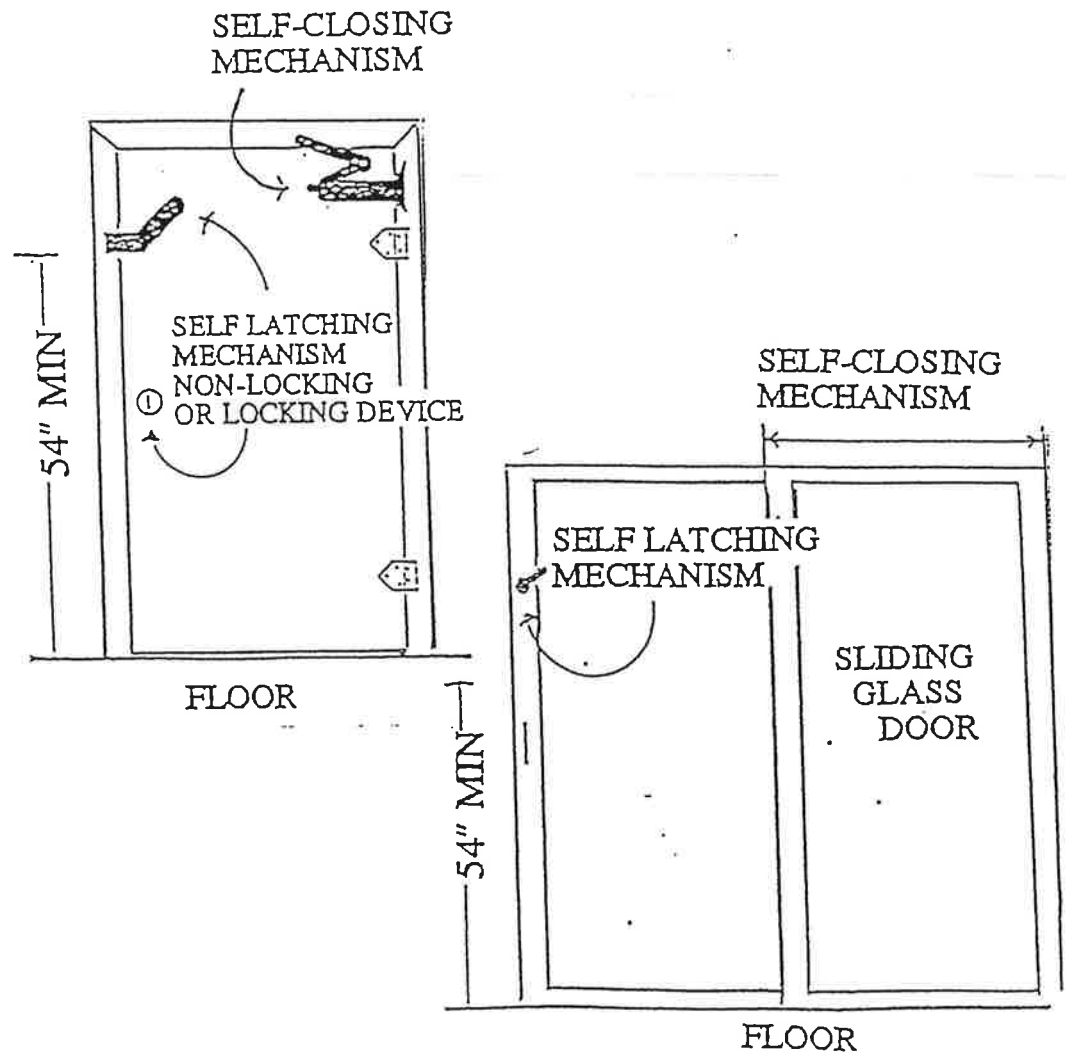
CITY OF TOLLESON BARRIER HEIGHT DETAIL

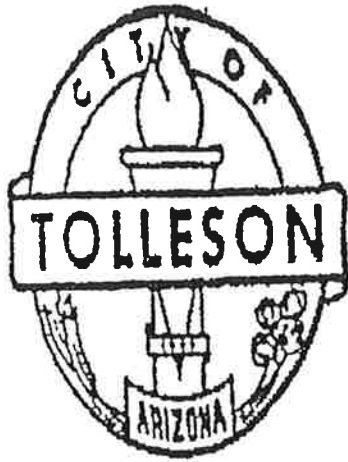


NOTE: VEHICLE\RV GATES SHALL NOT BE PERMITTED IN MEETING THE SWIMMING POOL PROTECTIVE REQUIREMENTS

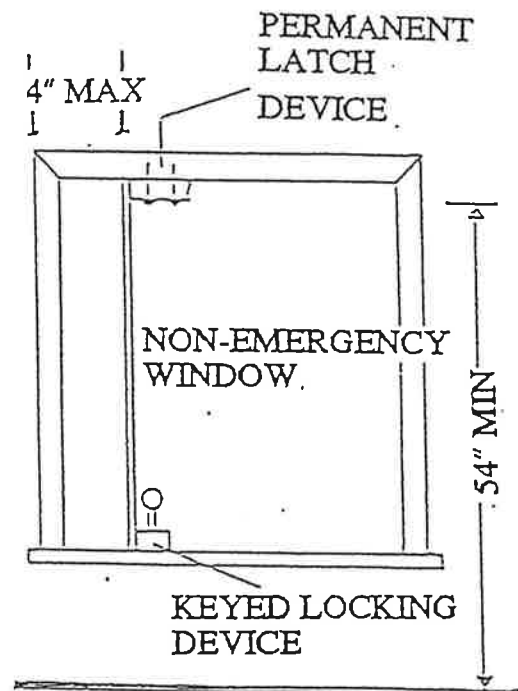


CITY OF TOLLESON EXTERIOR SLIDING DOOR DETAIL



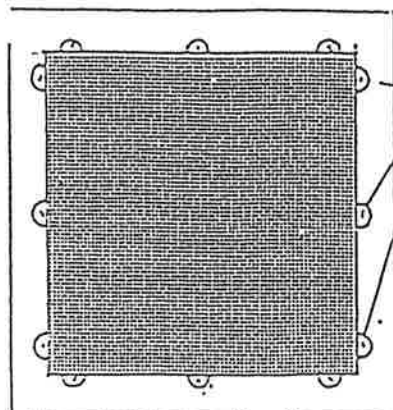


CITY OF TOLLESON NON-EMERGENCY WINDOW DETAIL



WINDOW FRAME

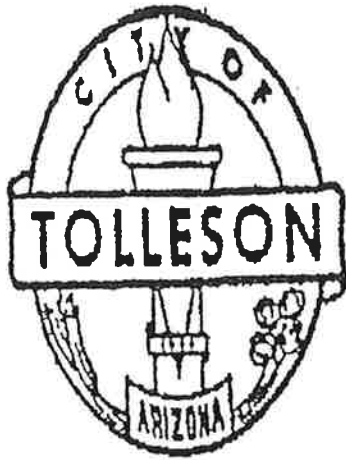
FLOOR



EXTERIOR
SCREWED IN-PLACE
WIRE MESH
SCREEN

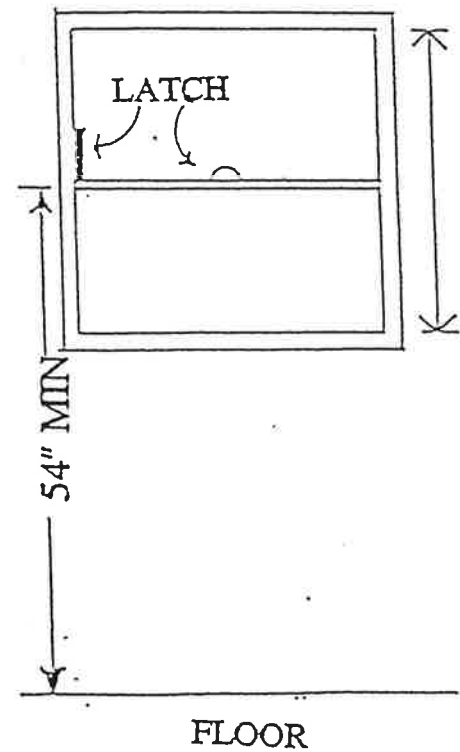
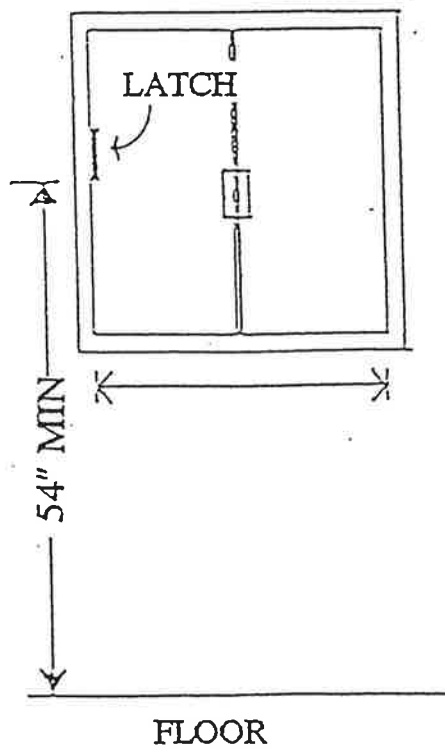
FIBERGLASS OR
PLASTIC
SCREENING
NOT ACCEPTABLE

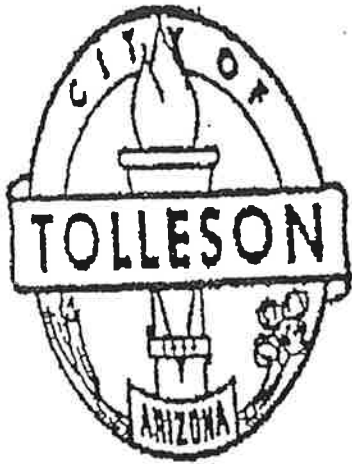
DETAIL #94-004



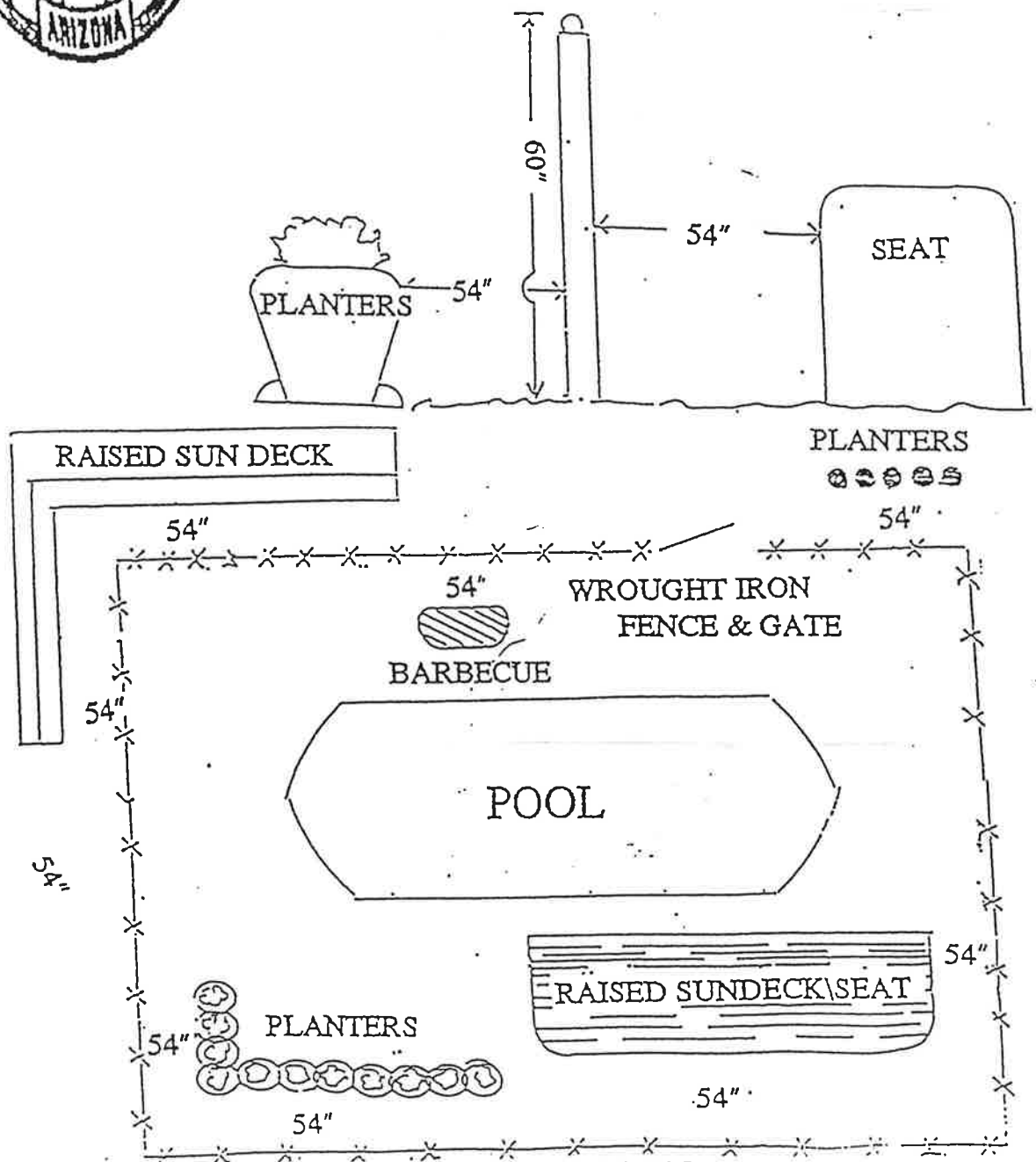
CITY OF TOLLESON EMERGENCY WINDOW DETAIL

BEDROOM EMERGENCY WINDOW



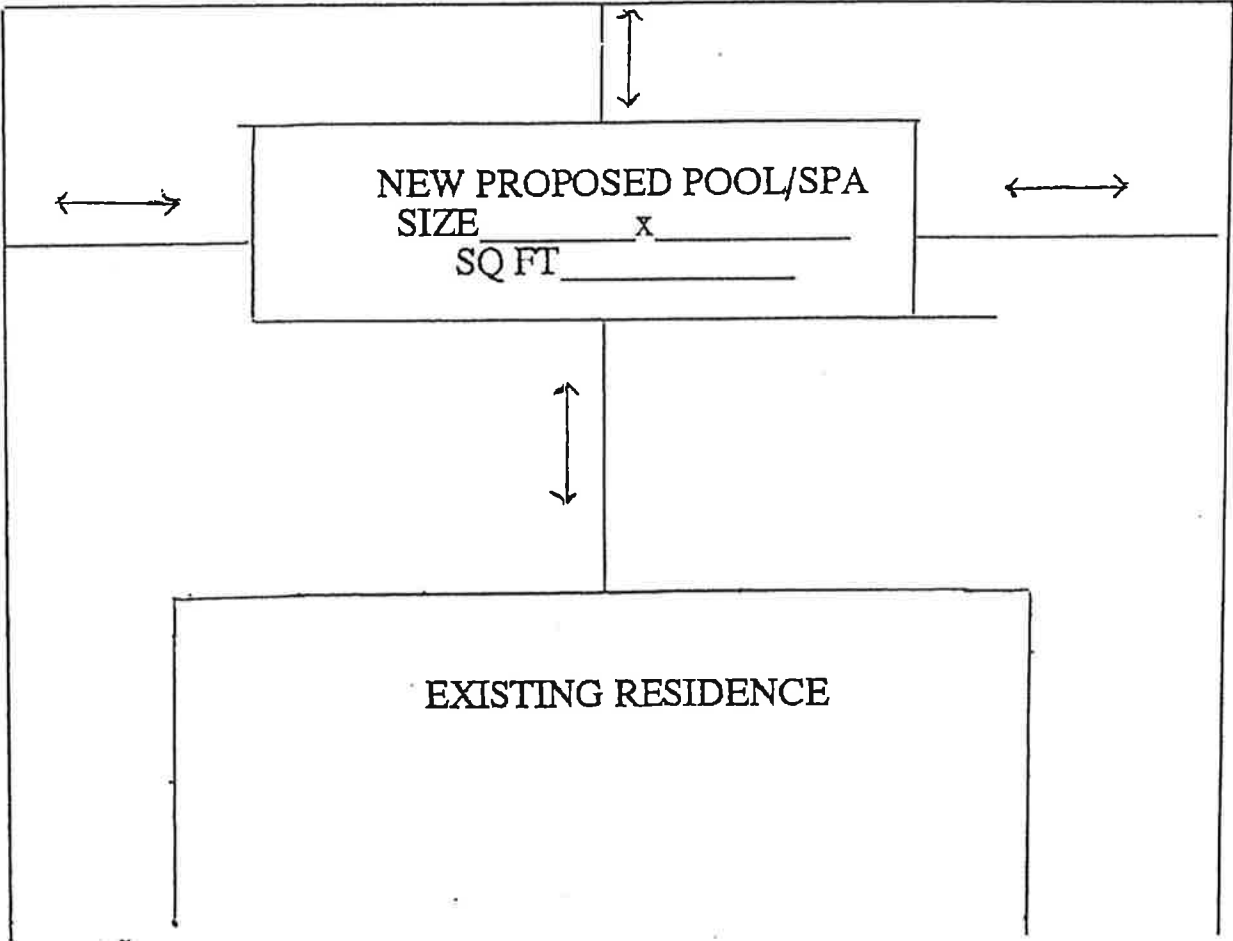


CITY OF TOLLESON PROHIBITED LOCATIONS OF PROTECTIVE ENCLOSURES DETAIL



SAMPLE POOL PLAN
DETAIL #94-006

SWIMMING POOL/SPA SITE PLAN
PROPERTY LOT (L x W)



NOTE: SHOW ALL EXISTING AND PROPOSED STRUCTURES, BUILDINGS (SHED), FENCES, POOL EQUIPMENT AND KOOL DECKING LOCATIONS, ALL UTILITIES AND/OR DRAINAGE EASEMENTS ON SITE.

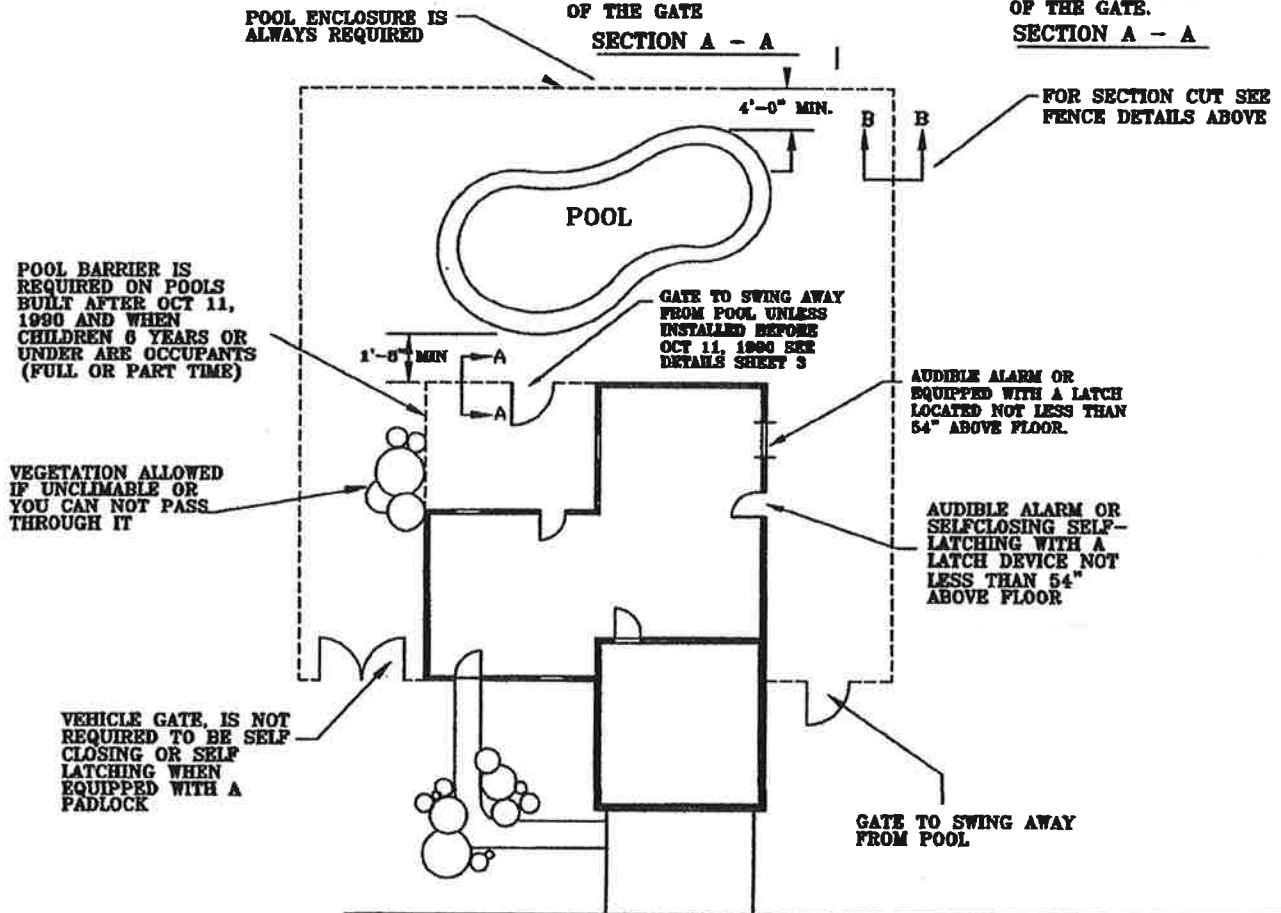
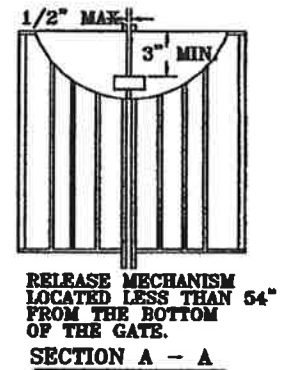
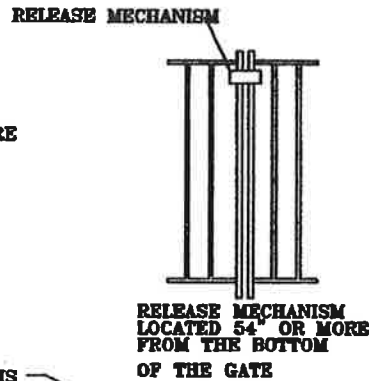
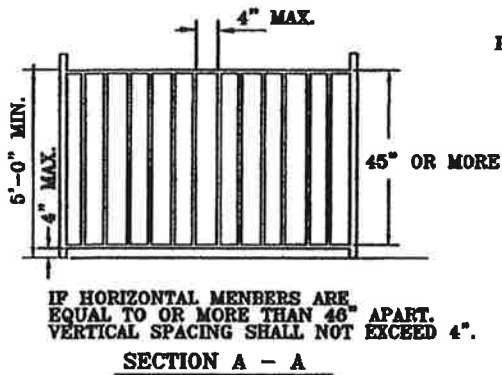
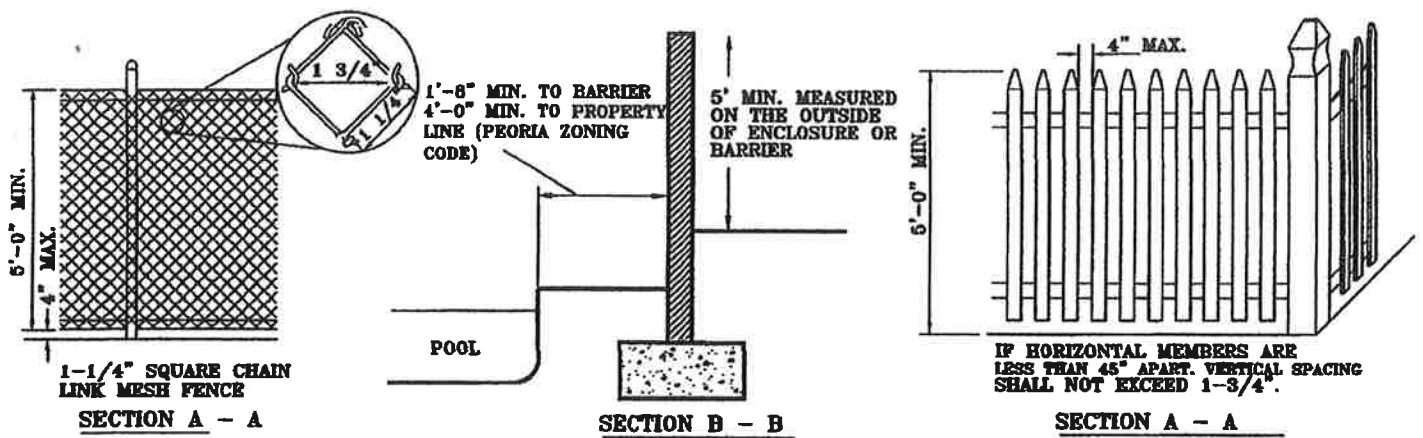
BLUE STAKE NUMBER: 263-1100

STREET ADDRESS _____

LEGAL DESCRIPTION
LOT & PARCELNUMBER: _____

REVIEW BY: _____ DATE: _____

APPROVED BY: _____ DATE: _____



POOL BARRIERS



City of Tolleson

New Swimming Pool / Spa Barrier Affidavit

Property Owner's Name _____

Property Address _____

City _____ State _____ Zip _____

Property Owners Telephone Number _____

Pool / Spa Company _____

Company Contact Rep _____ Phone Number _____

PROPERTY OWNERS, PLEASE READ AND SIGN BELOW:

- A. I / We have read and are aware of, and will meet the Pool / Spa Barrier requirements contained in the Tolleson Zoning Ordinance.
- B. There will be a fence / Wall barrier between the pool and adjacent properties and I / We will be using the residential structure walls as a barrier and will meet all safety requirements for the doors and windows.
- C. I / We have been made aware that we will not be able to have a **"Pre-plaster"** Inspection (I.E the inspection that would allow the filling of the pool / spa with water) until all pool / spa barriers are in place and all the zoning and building safety code ordinance requirements have been meet

By signing this document you as the homeowner shall adhere to the Pool Ordinance # 338 requirements.

Signatures of Property Owners: _____ Date: _____

_____ Date: _____

Signature of Pool /Spa Company Rep: _____ Date: _____

9555 West Van Buren Street • Tolleson, Arizona 85353
• 623.936.7111 • fax 623.936.9793



CITY COUNCIL REPORT

SUBJECT: Ordinance No. 622 N.S.— Amending Penalties for Abandoned, Junk, and Stored Vehicles
MEETING DATE: June 24, 2025

TO: Mayor and Council
FROM: Rudy Mendoza, Public Safety Director/Police Chief
REVIEWED: Reyes Medrano Jr., City Manager

PURPOSE:

The Police Department requests the adoption of Ordinance No. 622 N.S. to strengthen enforcement of City Code provisions related to abandoned, junk, and stored vehicles.

BACKGROUND:

Section 6-7-11 of the Tolleson City Code previously classified violations involving abandoned or improperly stored vehicles as a class two misdemeanor. These penalties, which included a maximum fine of \$300 and up to 90 days in jail, have not proven sufficient to deter repeat violations or long-term code noncompliance.

DISCUSSION:

This ordinance elevates the penalty for violations under Section 6-7-11 to a class one misdemeanor. The revised provision allows the court to impose up to six months of imprisonment, a fine of up to \$2,500, and/or up to three years of probation. The new penalty falls in line with the penalties for the majority of the criminal city ordinances and now includes probation as a potential penalty, whereas it was not previously an option. Additionally, the ordinance clarifies that each day a violation continues is a separate offense, reinforcing the importance of timely compliance with City Code.

The update supports citywide efforts to improve neighborhood appearance, public safety, and enforcement consistency, particularly where vehicle storage contributes to blight or code violations.

BUDGET IMPACT:

There is no direct fiscal impact. Enforcement will be carried out using existing resources within the Tolleson Police Department's Code Enforcement Division.

RECOMMENDATION:

Staff recommends the City Council adopt Ordinance No. 622 N.S.

ATTACHMENTS:

1. Ord 622 N.S. Amending Penalties for Abandoned, Junk, and Stored Vehicles 06 24 25

ORDINANCE NO. 622 N.S.

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF TOLLESON, ARIZONA, AMENDING THE TOLLESON CITY CODE, CHAPTER 6 TRAFFIC CODE, BY AMENDING ARTICLE 6-7 ABANDONED, JUNK AND STORAGE OF VEHICLES, SECTION 6-7-11 PENALTY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND ESTABLISHING PENALTIES.

WHEREAS, the Mayor and City Council find it necessary to amend the Tolleson City Code to clarify and strengthen enforcement provisions related to abandoned, junk, and stored vehicles within the City limits;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF TOLLESON ARIZONA, as follows:

Section 1. The Tolleson City Code, Chapter 6, (Traffic Code), is hereby amended by amending Article 6-7 (Abandoned, Junk and Storage of Vehicles), Section 6-7-11 (Penalty) to read as follows (additions in ALL CAPS; deletions in ~~strikeout~~):

CHAPTER 6: – TRAFFIC CODE

ARTICLE 6-7: – ABANDONED, JUNK AND STORAGE OF VEHICLES

§ 6-7-11 – PENALTY.

(A) Every owner, tenant, lessee, occupant or other person who fails, neglects or refuses to abate the aforementioned nuisance as provided IN ARTICLE 6-7 shall also be guilty of a class two misdemeanor and upon conviction thereof may be punished by a fine of not more than \$300 or imprisonment for not more than 90 days, or both a fine and imprisonment CLASS ONE MISDEMEANOR. UPON CONVICTION, SUCH PERSON MAY BE PUNISHED BY IMPRISONMENT FOR UP TO SIX (6) MONTHS, A FINE NOT TO EXCEED TWO THOUSAND FIVE HUNDRED DOLLARS (\$2,500), AND/OR PROBATION NOT TO EXCEED THREE (3) YEARS.

(B) Each day that a violation ~~is permitted to exist~~ CONTINUES shall constitute a separate offense. The imposition of any ~~sentence~~ PENALTY shall not exempt the offender from compliance with the requirements of this chapter.

Section 2. Providing for Repeal of Conflicting Ordinances.

All ordinances, parts of ordinances and resolutions in conflict with the provisions of this Ordinance, or any part of the City Code adopted here by reference, are repealed to the extent of such conflict.

Section 3. Providing for Severability.

If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct, and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 4. Providing for Penalties.

Every owner, tenant, lessee, occupant, or other person in violation of this Ordinance shall be guilty of a class one misdemeanor. Upon conviction, such person may be punished by imprisonment for up to six (6) months, a fine not to exceed two thousand five hundred dollars (\$2,500), and/or probation not to exceed three (3) years. Each day that a violation continues shall constitute a separate offense. The imposition of any penalty shall not exempt the offender from compliance with the requirements of Chapter 6.

Section 5. The Mayor, City Manager, City Clerk and City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Mayor and Council of the City of Tolleson, Arizona, on this 24th day of June, 2025.

Juan F. Rodriguez, Mayor

ATTEST: _____
Crystal Zamora, City Clerk

APPROVED AS TO FORM: _____
Justin Pierce, City Attorney



CITY COUNCIL REPORT

SUBJECT: Ordinance No. 623 N.S. - Requiring Maintenance of Parking Lots
MEETING DATE: June 24, 2025

TO: Mayor and Council
FROM: Rudy Mendoza, Public Safety Director/Police Chief
REVIEWED: Reyes Medrano Jr., City Manager

PURPOSE:

The Tolleson Police Department requests the adoption of Ordinance No. 623 N.S. to amend the City Code and require property owners and responsible parties to maintain parking lots in addition to existing maintenance requirements for sidewalks, streets, and alleys.

BACKGROUND:

Section 8-2-3 of the Tolleson City Code currently requires the maintenance of sidewalks, streets, and alleys adjacent to properties. However, it does not explicitly include private parking lots within that requirement. This has led to inconsistencies in upkeep and enforcement.

DISCUSSION:

Ordinance No. 623 N.S. amends Chapter 8, Article 8-2, Section 8-2-3 of the Tolleson City Code to formally include parking lots as areas that must be maintained in a clean and safe condition by property owners or other responsible parties. The amendment clarifies that maintenance requirements apply not only to public rights-of-way but also to private parking areas serving businesses and other properties.

The ordinance supports the City's commitment to neighborhood cleanliness, public safety, and consistent enforcement of property standards. It also aligns parking lot maintenance expectations with those already established for adjacent sidewalks and alleys.

Violations of the ordinance are classified as a class one misdemeanor, and are punishable in accordance with A.R.S. §§ 13-707, 13-802, and 13-902, including up to six months imprisonment, a fine of up to \$2,500, and/or probation. Each day a violation continues constitutes a separate offense.

BUDGET IMPACT:

There is no direct fiscal impact. Enforcement will be handled by the existing staff and resources within the Tolleson Police Department's Code Enforcement Division.

RECOMMENDATION:

Staff recommends the City Council adopt Ordinance No. 623 N.S.

ATTACHMENTS:

1. Ord 623 N.S. Requiring Maintenance of Parking Lots 06 24 25

ORDINANCE NO. 623 N.S.

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF TOLLESON, ARIZONA, AMENDING THE TOLLESON CITY CODE, CHAPTER 8 HEALTH AND SANITATION, ARTICLE 8-2 LITTER, SECTION 8-2-3 OWNER TO MAINTAIN PREMISES; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR PENALTIES.

WHEREAS, the City of Tolleson, Arizona (the "City") desires to amend the City's Town Code to require owners and responsible parties in control of parking lots to maintain the premises.

WHEREAS, the City Council of the City of Tolleson has determined that the proposed amendments are necessary to protect public health, safety, and welfare of City residents;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF TOLLESON ARIZONA, as follows:

Section 1. The recitals above are hereby incorporated as if fully set forth herein.

Section 2. The Tolleson City Code, Chapter 8, Health and Sanitation, is hereby amended by amending Article 8-2 Litter, Section 8-2-3 Owner To Maintain Premises, to read as follows (additions in ALL CAPS; deletions in ~~strikeout~~):

CHAPTER 8: – HEALTH AND SANITATION

ARTICLE 8-2: – LITTER

§ 8-2-3 – Owner To Maintain Premises

* * *

(B) *Sidewalks, streets, ~~and~~ alleys, AND PARKING LOTS.* The owner and any responsible party in control of any land abutting a sidewalk, alley, PARKING LOT, or street shall maintain the sidewalk, alley, PARKING LOT, or street; in the same manner as provided in division (A). The areas required to be maintained pursuant to this section are as follows:

- (1) Any portion of a street, which has been opened for public use, between the curb line and the abutting property line including sidewalks and landscaped areas;
- (2) One half of the width of abutting alleys, from the property line to the center line of the alley; and
- (3) Any portion of a street abutting the boundaries of a parcel of land, which street has not been dedicated to the City or Maricopa County or otherwise

opened for public use, shall be maintained by those persons who created or are served by the street or their successors in interest, including lessees and other persons in control of the land abutting the street AND PRIVATE PARKING LOTS; provided, that if the abutting land on either side of the street is owned by different persons and each person has an obligation to maintain the street hereunder, then the owner, lessee or other person in control of the land shall only be required to maintain one-half of the width of the street abutting their land.

* * *

~~(E)~~(F) *Excavations.*

- (1) Excavations and other like or similar conditions must be filled with clean fill. On a temporary basis, excavations shall be maintained in a secure manner so as to prevent a hazard to public health and safety.
- (2) An excavation is considered secure when:
 - (a) The excavation is protected by a free-standing, stable and complete six-foot minimum height enclosure that surrounds the excavation or property; and
 - (b) A well, pit, abandoned swimming pool, or similar excavation is completely and permanently covered, fenced securely, or protected in an equivalent manner.

Section 3. Providing for Repeal of Conflicting Ordinances.

All ordinances, parts of ordinances and resolutions in conflict with the provisions of this Ordinance, or any part of the City Code adopted here by reference, are repealed.

Section 4. Providing for Severability.

If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct, and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 5. Providing for Penalties.

Pursuant to Section 1-1-8 of the Tolleson City Code, any person found guilty of violating any provisions of this ordinance shall be guilty of a class one misdemeanor and, upon conviction, shall be punished pursuant to the terms set forth in the A.R.S. § 13-707, § 13-802, and § 13-902, as amended. Each day that a violation continues shall be a separate offense punishable as hereinabove described.

Section 6. The Mayor, City Manager, City Clerk and City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Mayor and Council of the City of Tolleson, Arizona, on this 24th day of June, 2025.

Juan F. Rodriguez, Mayor

ATTEST: _____
Crystal Zamora, City Clerk

APPROVED AS TO FORM: _____
Justin Pierce, City Attorney



CITY COUNCIL REPORT

SUBJECT: Ordinance No. 624 N.S. – Amending Code Relating to Obstructions, Fire Hydrant Parking, and Vehicle Storage

MEETING DATE: June 24, 2025

TO: Mayor and Council

FROM: Rudy Mendoza, Public Safety Director/Police Chief

REVIEWED: Reyes Medrano Jr., City Manager

PURPOSE:

The Tolleson Police Department seeks the adoption of Ordinance No. 624 N.S. to amend provisions of the Tolleson City Code related to vegetation obstructions, fire hydrant access, and the regulation of parked and stored vehicles on both public and private property.

BACKGROUND:

Several areas of the Tolleson City Code, particularly within Chapter 6 (Traffic Code), were outdated or lacked clarity related to public safety and vehicle storage. Vegetation obstructions and improper parking practices have contributed to reduced visibility, safety risks, and enforcement challenges for both emergency access and neighborhood standards.

DISCUSSION:

Ordinance No. 624 N.S. introduces the following amendments to the Tolleson City Code:

Section 6-3-18 (Obstruction of Public Property): Prohibits trees, hedges, or other obstructions on private property that impair visibility or access to intersections, sidewalks, and streets. Minimum clearance heights of 7 feet (sidewalks) and 13 feet (streets) are established

Section 6-4-11 (Parking Near a Fire Hydrant): Prohibits parking within 15 feet of a fire hydrant

Section 6-7-2 and 6-7-4 (Vehicle Storage): Clarifies that unlicensed vehicles may be stored outdoors on private property only if done in accordance with City Code and not hazardous. Parking must comply with Article 6-4 and avoid impeding emergency access or creating a nuisance

BUDGET IMPACT:

There is no direct fiscal impact. Implementation and enforcement will be handled by the existing personnel within the Tolleson Police Department's Code Enforcement Division.

RECOMMENDATION:

Staff recommends that the City Council adopt Ordinance No. 624 N.S.

ATTACHMENTS:

1. Ord 624 N.S. Amending Code Relating to Obstructions, Fire Hydrant Parking, and Vehicle Storage 06 24 25

ORDINANCE NO. 624 N.S.

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF TOLLESON, ARIZONA, AMENDING THE TOLLESON CITY CODE, CHAPTER 6 TRAFFIC CODE, ARTICLE 6-3 TRAFFIC CONTROL BY ADDING SECTION 6-3-18 OBSTRUCTION OF PUBLIC PROPERTY; AND ARTICLE 6-4 PARKING RULES BY ADDING SECTION 6-4-11 PARKING NEAR A FIRE HYDRANT; AND ARTICLE 6-7 ABANDONED, JUNK AND STORAGE OF VEHICLES, BY AMENDING SECTION 6-7-2 ABANDONED, INOPERATIVE, DISCARDED, JUNKED OR UNLICENSED VEHICLES; AND SECTION 6-7-4 OUTSIDE PARKING OR STORAGE OF LICENSED VEHICLES; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR PENALTIES.

WHEREAS, the City of Tolleson, Arizona (the “City”) desires to amend the City Code to prohibit overgrowth of vegetation that impedes traffic and traffic control devices;

WHEREAS, the City desires to amend the City Code to prohibit parking near fire hydrants;

WHEREAS, the City desires to amend the City Code to permit the outside storage of unlicensed vehicles on privately owned properties within the City when parked in a manner permitted by Code and law; and

WHEREAS, the City Council of the City of Tolleson has determined that the proposed amendments are in the best interests of City residents and protect public health and safety;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF TOLLESON ARIZONA, as follows:

Section 1. The recitals above are hereby incorporated as if fully set forth herein.

Section 2. The Tolleson City Code, Chapter 6, Traffic Code, is hereby amended by amending Article 6-3 Traffic Control, by adding Section 6-3-18 Obstruction of Public Property to read as follows (additions in ALL CAPS; deletions in ~~strikeout~~):

CHAPTER 6: – TRAFFIC CODE

ARTICLE 6-3: – TRAFFIC CONTROL

* * *

§ 6-3-18 – OBSTRUCTION OF SIDEWALKS AND PUBLIC STREETS

(A) *GENERAL*. IT IS UNLAWFUL FOR ANY PERSON TO OBSTRUCT ANY PUBLIC STREET, ALLEY, OR SIDEWALK, OR TO DO IN OR UPON ANY SUCH STREETS, ALLEYS, OR

SIDEWALKS ANY ACT WHICH IS AN OBSTRUCTION OR INTERFERENCE TO THE USE OF THESE AREAS OR WHICH IMPEDES ANY BUSINESS LAWFULLY CONDUCTED BY ANYONE IN, UPON, FACING, OR FRONTING ANY SUCH STREETS, ALLEYS, OR SIDEWALKS.

- (B) *TREES/HEDGES*. IT IS FURTHER UNLAWFUL FOR ANY PERSON TO MAINTAIN OR ALLOW ANY TREE OR HEDGE ON THEIR PROPERTY IN A MANNER THAT PREVENTS PERSONS DRIVING ON PUBLIC STREETS OR USING PUBLIC ALLEYS OR SIDEWALKS FROM OBTAINING A CLEAR VIEW WHEN APPROACHING AN INTERSECTION OR PEDESTRIAN CROSSWALK. TO ENSURE COMPLIANCE WITH THIS SECTION, ALL PROPERTY OWNERS, TENANTS, OR PERSONS IN CONTROL OF REAL PROPERTY IN THE CITY SHALL COMPLY WITH SUBSECTIONS (B) AND (C) BELOW TO THE EXTENT TREES OR HEDGES ON THEIR PROPERTY OVERHAND SIDEWALKS OR PUBLIC STREETS.
- (C) *SIDEWALK CLEARANCE*. ALL TREES THAT OVERHANG A SIDEWALK WITHIN THE PUBLIC RIGHT-OF-WAY MUST CONFORM TO NO LESS THAN 7 FEET ABOVE THE SIDEWALK.
- (D) *STREET CLEARANCE*. ALL TREES THAT OVERHANG A PUBLIC STREET WITHIN THE PUBLIC RIGHT-OF-WAY MUST CONFORM TO NO LESS THAN 13 FEET ABOVE THE ROADWAY.
- (E) *PENALTY*. A PERSON WHO VIOLATES THIS SECTION IS GUILTY OF A CLASS 3 MISDEMEANOR. IN ADDITION TO OR IN LIEU OF A FINE PURSUANT TO THIS SECTION, A JUDGE MAY ORDER A PERSON TO PERFORM AT LEAST EIGHT (8) BUT NOT MORE THAN 24 HOURS OF A COMMUNITY RESTITUTION COURSE OR TO COMPLETE AN APPROVED SAFETY COURSE RELATED TO THE OFF-HIGHWAY OPERATION OF MOTOR VEHICLES, OR BOTH.

Section 3. The Tolleson City Code, Chapter 6, Traffic Code, is hereby amended by amending Article 6-4 Parking Rules, by adding Section 6-4-11 Parking Near a Fire Hydrant to read as follows (additions in ALL CAPS; deletions in ~~strikeout~~):

CHAPTER 6: – TRAFFIC CODE

ARTICLE 6-4: – PARKING RULES

* * *

§ 6-4-11 – PARKING NEAR A FIRE HYDRANT.

PARKING WITHIN 15 FEET OF A FIRE HYDRANT IS PROHIBITED.

Section 4. The Tolleson City Code, Chapter 6, Traffic Code, is hereby amended by amending Article 6-7 Abandoned, Junk and Storage of Vehicles, Section 6-7-2 Abandoned, Inoperative, Discarded, Junked or Unlicensed Vehicles, and Section 6-7-4 Outside Parking or Storage of Licensed Vehicles to read as follows (additions in ALL CAPS; deletions in ~~strikeout~~):

CHAPTER 6: – TRAFFIC CODE

ARTICLE 6-7: – ABANDONED, JUNK AND STORAGE OF VEHICLES

§ 6-7-2 – Abandoned, Inoperative, Discarded, OR Junked ~~or Unlicensed~~ Vehicles

- (A) The outside storage of abandoned, inoperative, discarded, OR junked ~~or unlicensed~~ vehicles on privately owned properties within the City of Tolleson is unsightly and constitutes an attractive nuisance to children and a peril to their safety. This article is intended hereby to protect public health and safety and to curb the deterioration of the community environment.

* * *

- (E) No camper/RV, camper trailer, VEHICLE or boat shall be used for residential PURPOSES IN THE CITY OF TOLLESON.

* * *

§ 6-7-4 – Outside Parking or Storage of ~~Licensed~~ Vehicles

* * *

- (B) Licensed OR UNLICENSED vehicles parked on public OR PRIVATE property shall be parked consistent with Article 6-4, Parking Rules, of the Tolleson City Code and so as not to create a hazard, impede the flow of traffic and emergency vehicles or create a nuisance to adjacent properties. The determination of hazard, impedance or nuisance shall be made by the Chief of Police and the Director of the Building Department, or their designees. In instances of imminent danger, the vehicle shall be removed immediately by the owner or shall be removed by the city at the owner's expense.

Section 4. Providing for Repeal of Conflicting Ordinances.

All ordinances, parts of ordinances and resolutions in conflict with the provisions of this Ordinance, or any part of the City Code adopted here by reference, are repealed.

Section 5. Providing for Severability.

If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision or portion hereof shall be deemed separate, distinct, and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

Section 6. Providing for Penalties.

For violations of Chapter 6: – Traffic Code, Article 6-3: – Traffic Control:

A person who violates this section is guilty of a class 3 misdemeanor. In addition to or in lieu of a fine pursuant to this section, a judge may order a person to perform at least eight (8) but not more than 24 hours of a community restitution course or to complete an approved safety course related to the off-highway operation of motor vehicles, or both.

For violations of Chapter 6: – Traffic Code, Article 6-4: – Parking Rules:

As set forth in Section 1-1-8 of the Tolleson City Code, any violation of or failure or refusal to do or perform any act required by Chapter 6 of this code constitutes a civil traffic violation. Civil traffic violations are subject to the provisions of A.R.S. Title 28, Chapter 5, Articles 3 and 4, and amendments thereto. Hearings and appeals shall be conducted in accordance with the Arizona Rules of Procedure in Civil Traffic Cases.

For violations of Chapter 6: – Traffic Code, Article 6-7: – Abandoned, Junk and Storage Of Vehicles:

Every owner, tenant, lessee, occupant, or other person in violation of this Ordinance shall be guilty of a class 1 misdemeanor. Upon conviction, such person may be punished by imprisonment for up to six (6) months, a fine not to exceed two thousand five hundred dollars (\$2,500), and/or probation not to exceed three (3) years in accordance with Section 6-7-11 of the Tolleson City Code. Each day that a violation continues shall constitute a separate offense. The imposition of any penalty shall not exempt the offender from compliance with the requirements of Chapter 6.

Section 7. The Mayor, City Manager, City Clerk and City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Mayor and Council of the City of Tolleson, Arizona, on this 24th day of June, 2025.

Juan F. Rodriguez, Mayor

ATTEST: _____
Crystal Zamora, City Clerk

APPROVED AS TO FORM: _____
Justin Pierce, City Attorney



TOLLESON ALLIANCE AGAINST SUBSTANCE ABUSE (TAASA)

ARTICLE I: NAME AND PURPOSE

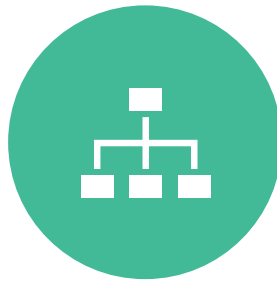
Tolleson Alliance
Against Substance
Abuse (TAASA)

Purpose: Combat
substance abuse through
prevention, intervention,
education, and
community engagement.

ARTICLE II: GOVERNANCE AND OVERSIGHT - PART 1



**OVERSIGHT:
CITY OF
TOLLESON**



**BOARD:
7 MEMBERS**



**STAFF LIAISON:
APPOINTED BY CITY
MANAGEMENT, SERVES AS
BOARD SECRETARY
NONVOTING MEMBER**

GOVERNANCE AND OVERSIGHT - PART 2

- Board Duties:
 - Oversee activities
 - Approve funding
 - Establish policies
 - Ensure compliance
- Officers:
 - Chair (Council)
 - Vice Chair (Council)
 - Treasurer
 - Secretary (City Liaison)

Officer Term: 2 years, re-election allowed

BOARD TERMS, APPOINTMENTS, AND REMOVALS

- Term Limits: 2-year terms, no limits
- Staggered Groups for Continuity:
 - Group A: 1 Council, 1 Business, 1 Health, 1 Education
 - Group B: 1 Council, 2 Community Representatives
- Appointments:
 - Application → Board Review → Council Approval
- Removals:
 - Board Recommends → Council Approves

ADVISORY PANELS

- Community Advisory Panel:
 - 3 Youth (City Programs)
 - 3 Seniors (Senior Center/Social Club)
- Staff Advisory Panel:
 - Representatives from Fire, Human Services, Library, Police, Parks & Rec

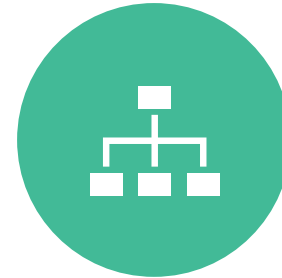
MEETINGS AND QUORUM



- QUARTERLY MEETINGS, ADDITIONAL AS NEEDED



- OPEN TO PUBLIC, IN ACCORDANCE WITH OPEN MEETING LAWS



- QUORUM: MAJORITY OF BOARD

PROGRAMS AND SERVICES



- PREVENTION
EDUCATION



- TREATMENT &
REHAB
AWARENESS



- SUPPORT
SERVICE



- EMPLOYMENT
&
REINTEGRATION



- HARM
REDUCTION
(E.G., NARCAN)

FUNDING AND AMENDMENTS



- FUNDED BY: GRANTS, DONATIONS, CITY ALLOCATIONS



- TREASURER + STAFF LIAISON MANAGE FINANCES



- BYLAWS REVIEWED IN ODD YEARS



- QUARTERLY + ANNUAL FINANCIAL REPORTS



- AMENDMENTS: BOARD MAJORITY + COUNCIL APPROVAL

*if dissolved,
all assets transfer to the
City of Tolleson

RECOMMENDATION

Council committee members and staff recommend approval of the formation and bylaws of the Tolleson Alliance Against Substance Abuse (TAASA).

Bylaws of Tolleson Alliance Against Substance Abuse (TAASA)

Article I: Name and Purpose

Section 1. Name

The name of the organization shall be Tolleson Alliance Against Substance Abuse (TAASA).

Section 2. Purpose

TAASA is a nonprofit organization overseen by the City of Tolleson dedicated to combating substance abuse through prevention, intervention, education, and community engagement. The organization will work to address substance abuse challenges identified within the community by providing resources and support services.

Article II: Governance and Oversight

Section 1. Oversight by the City of Tolleson

TAASA shall operate under the oversight of the City of Tolleson to ensure alignment with municipal policies and initiatives, represented by a City of Tolleson staff liaison appointed by City Management. The staff liaison will serve as secretary to the board.

Section 2. Board of Directors

TAASA shall be governed by a Board of Directors consisting of 7 members.

- 2 members of the Tolleson city council
- 2 Tolleson community representatives
- 1 member of the business community
- 1 health and/or health services professional
- 1 educational professional

Section 3. Duties of the Board

The Board of Directors shall oversee all organizational activities, approve funding and expenditures, establish policies, and ensure compliance with local and state laws.

Section 4. Officers

The Board of Directors shall elect from among its members the following officers: Chair, Vice Chair, and Treasurer. The appointed City staff liaison shall serve as Secretary.

- **Chair:** Must be one of the Tolleson City Council members serving on the board. The Chair presides over all meetings, sets meeting agendas in collaboration with the staff liaison, and represents the organization in public matters as needed.
- **Vice Chair:** Must be one of the Tolleson City Council members serving on the board. The Vice Chair assists the Chair and assumes the Chair's duties in their absence.
- **Secretary:** The City-appointed staff liaison shall serve as Secretary, responsible for recording meeting minutes, maintaining records, and ensuring communication with City departments.
- **Treasurer:** Oversees the financial matters of the organization, in coordination with the Secretary, and presents quarterly financial updates to the Board.

Officers shall serve a one two-year term and may be re-elected without term limits.

Section 4. Term Limits

Board members will serve two-year terms with no term limits. To ensure continuity and prevent a complete turnover of the board, appointments will be staggered across two groups:

Group A:

- 1 member of the Tolleson city council
- 1 member of the business community
- 1 health and/or health services professional
- 1 educational professional

Group B:

- 1 member of the Tolleson city council
- 2 Tolleson community representatives

Section 6. Appointments

Individuals interested in serving on the board must complete an application. All applications will be reviewed and voted on by the board. Final recommendations will then be submitted to the Tolleson City Council for approval.

Section 7. Removals

The Board may vote to remove members. Any decision to remove a member will be followed by a formal recommendation to the City Council for final approval.

Section 7. Advisory Panels

The Board of Directors shall establish a yearly calendar to meet with the Community and Staff advisory panels consisting of:

Community Advisory Panel

- 3 youth from the City of Tolleson youth programs
- 3 members of the senior center and/or Tolleson Social Club

Staff Advisory Panel

Will consist of one appointed staff representative from each of the following departments. Appointments will be made by City Management.

- Fire
- Human Services
- Library
- Police
- Parks and Recreation

Article III: Meetings

Section 1. Meetings

Regular meetings shall be held quarterly, with additional meetings scheduled as needed. The Board of Directors shall determine meeting dates and locations. Meetings shall be open to the public and abide by open meeting laws.

Section 3. Quorum

A quorum shall consist of a majority of the Board members.

Article IV: Programs and Services

Section 1. Community Programs

TAASA shall direct the development and implementation of programs based on community needs, including but not limited to:

1. Prevention Education – School-based prevention programs and community-wide education campaigns.
2. Treatment and Rehabilitation Awareness – Information on detox, rehabilitation, and affordable treatment options.
3. Support Services – Family counseling, peer mentorship, and recovery coaching.

4. Employment and Reintegration Support – Job training programs for individuals in recovery.
5. Harm Reduction Initiatives – Distribution of NARCAN and other harm reduction resources.

Article V: Funding and Financial Management

Section 1. Sources of Funding

TAASA shall be funded through grants, donations, and municipal allocations as approved by the City of Tolleson.

Section 2. Financial Oversight

One designated treasurer shall manage finances in concert with the appointment staff liaison and shall provide quarterly reports to the board and an annual financial report shall be submitted to the City of Tolleson.

Article VI: Amendments

Bylaws must be reviewed in uneven years. Amendments to these bylaws must be approved by a majority vote of the Board of Directors and confirmed by the Tolleson City Council.

Article VII: Dissolution

Upon dissolution, all remaining assets shall be transferred to the City of Tolleson.



Tolleson Fire Department

MONTHLY REPORT

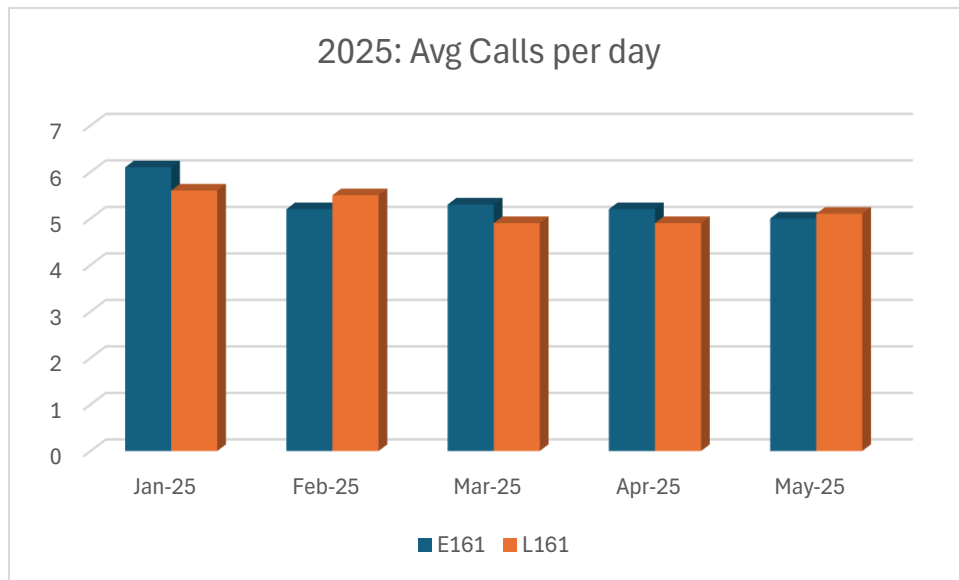
MAY 2025



Operations

May Call Volume

For May, Engine 161 ran 155 calls (5 calls per day), and Ladder/LT161 ran a combined 156 calls (5.1 calls per day).



Personnel

- FTEs
 - Firefighters – 11 / 5 vacant
 - Engineers – 7 / 0 vacant
 - Captains – 6 / 0 vacant
 - Battalion Chiefs – 2 / 1 vacant

EMS

The Tolleson Fire Department has purchased new **LIFEPAK® 35 monitor/defibrillators** to enhance emergency medical services. These state-of-the-art devices are built on a modern platform with intuitive touchscreen controls and advanced clinical tools to support rapid decision-making in critical care situations.

Key features include:

- **CPR performance optimization** to reduce pauses during compressions
- **Advanced ECG analysis** with 12/15-lead views for improved cardiac diagnosis
- **Custom medication and therapy reminders** to streamline patient care
- **WiFi/Bluetooth connectivity** for real-time data sharing and post-incident review

These monitors represent a significant upgrade in patient monitoring, data integration, and life-saving response capabilities.

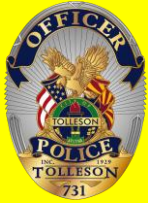
Fire Prevention

- **Inspections 25**
 - Reinspected all city buildings (All passed with some conditions)
- **Fire and Special Hazard Investigations**
 - 99th Ave Circle K (Co2 leak)
 - Costco Ammonia Alarm (power circuit from NH₃ alarm room interrupted)
 - Woodspring's Suites Midrise Fire (food on the stove)
 - 107th Ave Circle K (Co2 leak)
 - Copper Cove Apartments' exhaust fan. (Third, bathroom exhaust fan fire in three different apartments) Notified management needs to be addressed ASAP.
 - Home Depot Distribution Center (Propane Tank Leak)
 - Albertson Safeway Ammonia Alarm (False readings)
- **Plans reviews & Water Flow Tests**
 - SpudCo Ammonia System
 - Serta Simmons Bedding tenant improvement racking system
- **Records request 4**
- **Special Hazards**
 - Finalize Notice of Violation letter to send to Kroger June 3rd.
 - After receiving and meeting with SpudCo engineer that is designing their Ammonia system we approved the plans.
- **Training**
 - IAFC Community Risk Reduction Conference
 - BESS systems (GRPSTC)
 - PFD Valley-wide quarter prevention training

- **Special Project**
 - 2024 IFC Adoption and Amendments
 - Partner with Development Services (GIS) to create a GIS data sharing portal. They will also help us with updating our MCT pre-plans
 - Bay State Mill Safety extinguisher/ Safety training.

Community Programs

- **Hired a new volunteer**
- **Car seat checks 2**
 - Last car seat clinic partnership with Avondale Fire and Medical Department for the summer



Tolleson Police Department

Monthly Report | May 2025



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Mission, Values, and Staffing

Mission of the Tolleson Police Department

The Mission of the Tolleson Police Department is to build strong community relationships and take the criminal element off the streets of Tolleson. These two things are not mutually exclusive; it's not one or the other.

**We will achieve our mission through a
commitment to these values:**

Be Nice

Dedicated to Service

Committed to Teamwork

Pride in Everything We Do

Uncompromising Integrity

Fair & Equitable Practices

The Tolleson Police Department is committed to treating everyone fairly and equitably. Continuing these practices, along with the community policing model, will continue to enhance our trust and partnership with the Tolleson community.

Total Staffing Summary Current		
Total Authorized Sworn		39
Current Operating Sworn		34
Officers in FTO Training		2
Police Recruits		1
Vacancies		2
Total Authorized Non-Sworn		27
Current Operating Non-Sworn		24
Total Authorized PD Positions		66
Sworn Staffing by Assignment		
Assignment	Assigned	Vacant
Police Chief	1	0
Assistant Police Chief	1	0
Lieutenant	2	0
Sergeant	4	0
Investigations Sergeant	1	0
Police Officer	16	2
Investigations Detective	4	0
Community Action Team	2	0
Traffic Enforcement Officer	1	1
School Resource Officer	3	0
Civic Center Officer	1	0
Police Recruit	1	N/A
Total	37/39	N/A
Non-Sworn Staffing		
Assignment	Assigned	Vacant
Support Services Manager	1	0
Administrative Assistant	1	0
Communications Manager	1	0
Communications Supervisor	2	0
Communications Operator	13	3
Police Records Clerk	2	0
Property / Evidence Tech.	2	0
Police Assistant	2	0
Total	24	3



Persons, Property, and Society Crime Data

Persons Crimes					
Type	May		YTD		
	2024	2025	2024	2025	% Change
Homicide Incidents	0	0	0	0	0
Robbery Incidents	0	0	2	4	+100.00%
Sex Offense Incidents	3	1	12	7	-41.66%
Aggravated Assault Incidents	2	2	16	17	+5.88%
Simple Assault Incidents	11	7	73	58	-20.55%

Property Crimes					
Type	May		YTD		
	2024	2025	2024	2025	% Change
Burglary/Breaking & Entering Incidents	2	2	13	10	-23.08%
Vehicle Trespass & TFMV Incidents	5	5	24	23	-4.17%
Stolen Vehicles	11	8	31	25	-19.35%
Recovered Stolen Vehicles	13	8	57	37	-35.09%
- Recovered Tolleson	4	5	11	13	+18.18%
- Recovered Other	9	3	46	24	-47.82%
Shoplifting Incidents	36	13	182	106	-41.76%
All Other Theft Incidents	17	5	65	37	-43.08%

Society Crimes					
Type	May		YTD		
	2024	2025	2024	2025	% Change
Drug/Narcotic Incidents	6	7	52	41	-21.15%
Weapons Incidents	5	4	22	25	+13.64%

Crash Data

Motor Vehicle Crashes					
Crash Type	May		YTD		
	2024	2025	2024	2025	% Change
Fatal	1	0	2	0	-100%
Injury	9	9	56	50	-10.71%
Non-injury	34	20	124	123	-00.81%
Unknown	0	0	0	0	N/A
Total	33	27	138	144	+4.35%

Pedestrian / Bicycle Involved Crashes					
	May		YTD		
	2024	2025	2024	2025	% Change
Pedestrian	1	0	4	2	--50.00%
Bicycle	0	1	0	1	+100.00

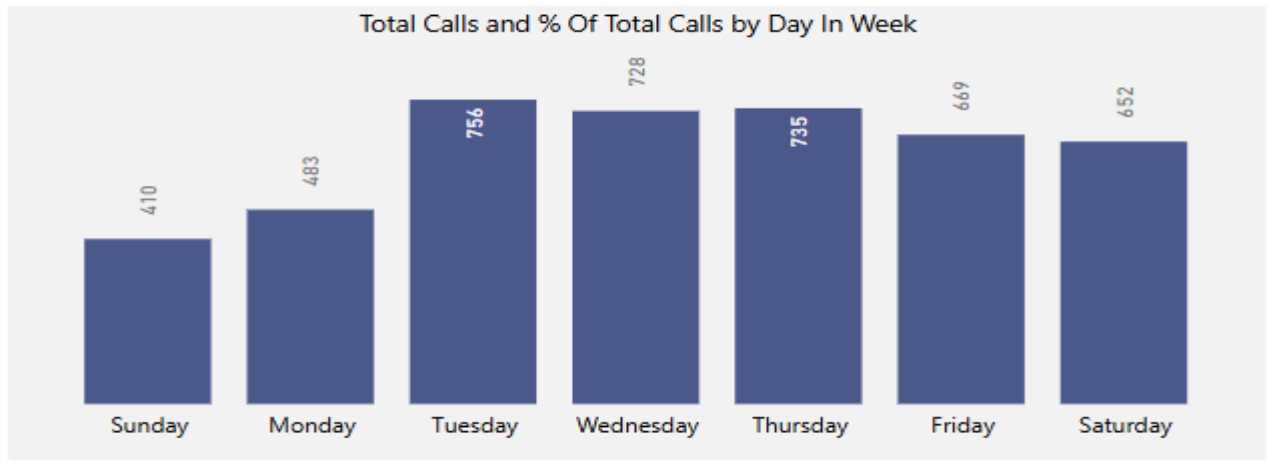
Traffic Safety Data

Traffic Safety Metrics					
	May		YTD		
	2024	2025	2024	2025	% Change
Traffic Stops	269	313	1,097	1,332	+21.42%
DUI Arrests Felony and Misdemeanor	18	11	64	67	+4.69%
Speed Citations	30	62	112	279	+149.11%



Calls for Service and Dispatch Data

Calls for Service Phone Call Summary (Dispatch Phones Only)



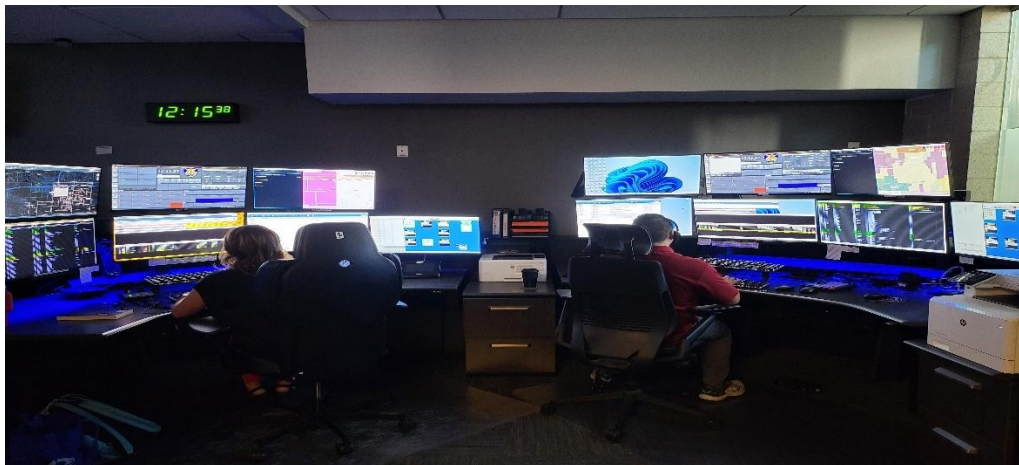
Total calls processed by Tolleson Police Communications in May 2025: **6,328**

NENA (National Emergency Number Association) Standards:

- Ninety percent (90%) of all 9-1-1 calls SHALL be answered within fifteen (15) seconds. **98.57%**
- Ninety-five (95%) of all 9-1-1 calls SHOULD be answered within twenty (20) seconds. **99.46%**

RESPONSE TIMES

Response Time Averages		
Priority	2024	2025
1	3:00	2:49
2	7:01	5:41
3	8:27	6:46





Dispatch Incident Distribution					
Agency	May		YTD		
	2024	2025	2024	2025	% Change
Tolleson PD	1,521	1,498	7,322	7,037	-3.89%
El Mirage PD	2,003	2,635	10,092	12,968	+28.50%
Tohono O'odham PD	388	487	1,707	2,032	+19.04%
Total	3,912	4,618	19,121	22,037	+15.25%

Top 5 Call Natures for Citizen Initiated Calls for Service – Tolleson PD Only – April 2025

1. Suspicious Activity
2. Welfare Check
3. Unwanted Guest
4. Alarm Activation
5. Theft

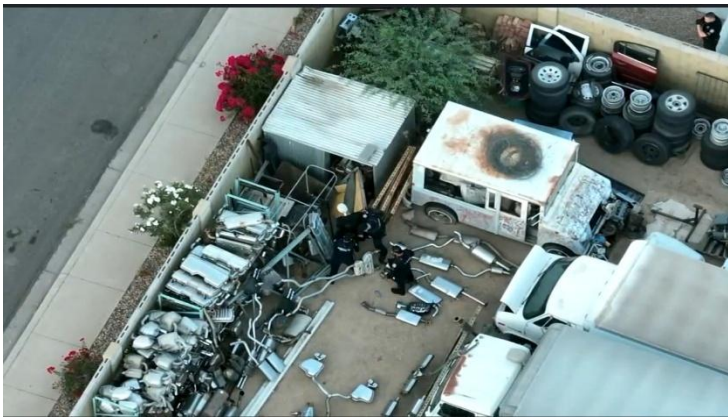
Special Circumstances Data					
Time Stamp	May		YTD		
	2024	2025	2024	2025	% Change
Possible Drug/Alcohol Overdose	1	0	5	4	-20.00%
Narcan Deployments	1	0	4	6	+200.00%
Narcan Saves	1	0	3	5	+66.67%
Vagrancy Calls for Service	23	8	74	69	-6.76%

Special Unit Activity

CAT (Community Action Team)					
Response Type	May		YTD		
	2024	2025	2024	2025	% Change
Cases Opened	N/A	2	N/A	10	N/A
Cases Closed	N/A	4	N/A	12	N/A
Arrests Made	N/A	6	N/A	25	N/A

Evidence Seized:

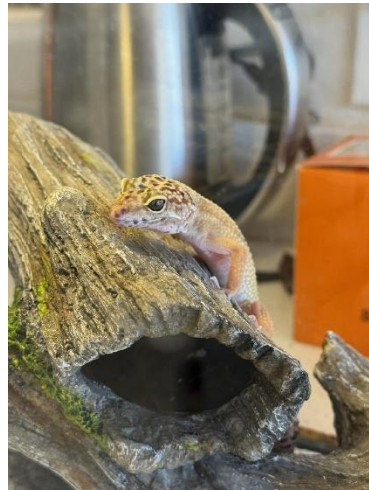
- 902 Fentanyl Pills
- 64 grams of Fentanyl Powder
- 2 grams of methamphetamine
- \$160.00 in cash
- 1 Gun



Drone Deployments					
Response Type	May		YTD		
	2024	2025	2024	2025	% Change
Operations	N/A	25	N/A	52	

During the month of May, Tolleson Police Drone Pilots conducted 25 drone deployments for a variety of operations, including alarm activations and providing support from above during an operation to apprehend a wanted person hiding in a fenced commercial yard (above left).

Police Assistant Activity (Civilian Staff)					
Response Type	May		YTD		
	2024	2025	2024	2025	% Change
Code Enforcement	65	48	277	183	-33.94%
Animal Related Calls	40	90	254	461	+81.50%
Parking Violations	39	41	340	412	+35.59%
Total	144	179	871	1,056	+21.24%



Highlights and Outreach

On May 29, 2025, the Tolleson Police Department unveiled the two SRP utility boxes that were hand painted as a memorial to the two Tolleson Police officers killed in the line of duty. Those in attendance included Tolleson Mayor Juan F. Rodriguez, Vice Mayor Jimmy Davis, Council Members Clorinda Erives, Cruzita Mendoza, and Adolfo Gamez, State Representative Dr. Elda Luna-Najera and numerous Tolleson city employees. The utility boxes were hand painted by local artist Maria Madrid Reed in honor and recognition of Officer Richard Kurth, EOW November 7, 1965, and Sergeant George S. Covert, EOW July 30, 1987. These works of art are now a daily reminder of the sacrifice each of these officers made and current Tolleson Police officers are willing to make.



CONGRATULATIONS!!!



On May 9, 2025, Tolleson Police Officer Eric Hendrix graduated with his Bachelors Degree in Public Administration from Northern Arizona University!!!



On May 11, 2025, Tolleson Police Officers Gerardo Ruiz and Jack Brand reached their 10 Year Anniversary with the City of Tolleson Police Department!!!



Upcoming Community Events

- June 19 – Juneteenth Celebration
- July 4 – 4th of July Celebration

❖ Data was retrieved from Tolleson PD CAD and RMS on June 6, 2025. RMS data only displays reports that are completed and approved unless otherwise noted.

